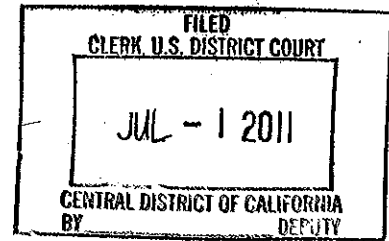


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8 and BIKRAM CHOUDHURY

9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 BIKRAM'S YOGA COLLEGE OF
13 INDIA, L.P.; a California limited
14 partnership; BIKRAM CHOUDHURY,
15 an Individual,

16 Plaintiffs,

17 v.

18 EVOLUTION YOGA, LLC, a New
19 York limited liability company; MARK
20 DROST, an Individual; ZEFEEA
21 SAMSON, an Individual; and DOES 1
22 through 10, inclusive,

23 Defendants.

CASE NO. **CV 11-05506** ODW(SSK)

COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT;
2. TRADEMARK INFRINGEMENT;
3. FALSE DESIGNATION OF ORIGIN;
4. DILUTION;
5. UNFAIR COMPETITION;
6. UNFAIR BUSINESS PRACTICES;
7. BREACH OF CONTRACT; AND
8. INDUCING BREACH OF CONTRACT.

(JURY TRIAL DEMANDED)

1 Plaintiffs, Bikram's Yoga College of India, L.P. and Bikram Choudhury, hereby
2 aver as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an action for copyright infringement arising under the
5 Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, trademark infringement under 15
6 U.S.C. § 1114, trademark dilution under 15 U.S.C. § 1125(c) as well as unfair
7 competition and false advertising under the Lanham Act, 15 U.S.C. § 1125(a).
8 This Court has jurisdiction of this action under 28 U.S.C. §§ 1331, 1337,
9 1338(a), 1338 (b) and 15 U.S.C. § 1121. This Court has supplemental jurisdiction
10 over the state law claims in that those claims are so related to the federal claims
11 that they form part of the same case or controversy.

12 2. This Court has personal jurisdiction over the Defendants in that
13 Defendants have consented to personal jurisdiction in this District. In addition,
14 many of the acts of infringement, unfair competition and state law claims
15 complained of herein occurred in this District.

16 3. Venue is proper in this District under 28 U.S.C. §§ 1391 in that: (a) a
17 substantial part of the events or omissions giving rise to the claims herein occurred
18 in this District; and (b) Defendants have consented to venue in this District
19 pursuant to a written contract entered in this Judicial District.

20 **INTRODUCTION**

21 4. This is an action for copyright and trademark infringement, false
22 designation of origin, dilution, unfair competition, unfair business practices, breach
23 of contract and inducing breach of contract brought by Plaintiffs Bikram's Yoga
24 College of India, L.P. ("BYCI") and Bikram Choudhury ("Bikram"), a world-
25 renowned yoga guru who developed the unique brand of yoga known as "Bikram
26 Yoga." Bikram founded BYCI. For decades, Bikram has conducted business
27 under the names "Bikram's Yoga" and "Bikram Yoga." During this time, Bikram
28

1 has created and registered copyrighted works, trademarks, service marks, trade
2 names and logos.

3 5. Bikram has licensed those copyrighted works, trademarks, service
4 marks, trade names and logos (sometimes referred to in this complaint as
5 "Bikram's IP") to BYCI. And together, Bikram and BYCI have used Bikram's IP
6 continuously and extensively in brochures, newsletters, bulletins and other
7 publications. As a result, Bikram's IP has become well and favorably known in
8 the United States (including California and this Judicial District) and abroad for its
9 association with Bikram Yoga. Bikram's IP has become a valuable component of
10 Bikram and Bikram Yoga's reputation and goodwill. The copyrighted works,
11 trademarks, service marks, trade names and logos comprising Bikram's IP are
12 known and recognized as such by the public.

13 6. Defendants Mark Drost ("Drost") and Zefea Samson ("Samson") are
14 husband and wife and are former certified Bikram Yoga teachers. Before
15 becoming certified Bikram Yoga teachers, Drost and Samson signed contracts
16 which, among other things: (a) restrict their use of Bikram's IP to, among other
17 things, teaching Bikram Yoga classes in Bikram Yoga studios in compliance with
18 the dialogue and posture sequence taught to them; and (b) prohibit their use of
19 Bikram's IP to promote the business of other yoga systems or studios that teach
20 Bikram Yoga along with other forms of yoga.

21 7. Following his certification, Drost opened several Bikram Yoga
22 studios -- some with Bikram's approval; others without Bikram's approval and over
23 Bikram's objection. Bikram expelled Drost from the Bikram Yoga system after
24 learning that Drost had misappropriated nearly \$50,000 owed to Bikram and had
25 failed to disclose his prior arrest for attempting to extort over \$1 million from a
26 bank in California purportedly to save his failed concert promotion business.

27 8. Thereafter, Drost reverted to fraud once again. Acting alone and in
28 concert with Samson, defendant Evolation Yoga, LLC ("Evolution") and others,

1 Drost has: (a) set up a copy-cat yoga system that offers classes that utilize and
2 infringe on Bikram's copyrighted dialogue and sequence of yoga postures; (b)
3 utilized and infringed Bikram's IP in electronic and print media to draw students to
4 his copy-cat yoga studios and other seedy offerings; (c) falsely represented to the
5 public (and actual and prospective students and teacher trainees) that he has
6 Bikram's permission and blessing to operate a copy-cat, competing yoga system (a
7 representation that is astonishing on its face in view of the fact that Bikram
8 expelled him from the Bikram Yoga system for stealing and failing to disclose his
9 felonious past); and (d) misled prospective teacher trainees to believe that, if they
10 pay substantial sums of money to become certified Evolation Yoga teachers, they
11 will be qualified to teach at over 500 official Bikram Yoga studios in addition to
12 Evolation Yoga's handful of copy-cat, unlawfully operated studios.

13 9. Defendants have acted intentionally, willfully, maliciously, and with
14 conscious indifference to the consequences, which actions and intentions constitute
15 aggravating circumstances. Thus, in addition to compensatory damages and a
16 permanent injunction against defendants, their conduct warrants the award of
17 punitive damages, attorney's fees and costs of suit herein. This action is brought to
18 require defendants to answer for their despicable conduct and to pay the
19 consequences of the same.

20 THE PARTIES

21 10. Plaintiff Bikram's Yoga College of India, L.P. ("BYCI"), is, and at all
22 times relevant hereto was, a California limited partnership. BYCI exists under the
23 laws of the State of California and its principal place of business is located in Los
24 Angeles, California. The partners of BYCI are Bikram Choudhury Yoga, Inc., a
25 California Corporation, and Bikram Choudhury.

26 11. Plaintiff Bikram Choudhury ("Bikram") is, and at all times relevant
27 hereto was, a citizen of the United States of America, and a resident of Los
28 Angeles, California.

1 his unique brand of yoga known as "Bikram Yoga" (also known as "Bikram's
2 Basic Yoga System," "Bikram's Beginning Yoga Class" or "Bikram's Yoga").

3 18. Bikram Yoga is a proprietary and discrete series of twenty-six (26)
4 yoga positions and two (2) breathing exercises, which are always performed in
5 precisely the same sequence, in a room heated to 105° Fahrenheit. The postures
6 and exercises are accompanied by a rigidly prescribed series of oral instructions
7 and commands. Bikram Yoga is performed for precisely ninety (90) minutes. The
8 very essence of Bikram Yoga is that its postures are performed in exactly the same
9 sequence, with exactly the same instructions and commands, in a room heated to
10 105° Fahrenheit, in every class. The intended benefits from Bikram Yoga can only
11 be derived if the yoga class is performed precisely as Bikram developed it.

12 19. In about 1971, Bikram began offering Bikram Yoga classes through
13 his facilities at Bikram's Yoga College of India, in Los Angeles, California.

14 20. Bikram Yoga soon became extremely popular. Public demand for
15 Bikram Yoga classes grew steadily once Bikram Yoga participants realized that
16 Bikram's unique yoga style and method offered them tremendous physical, mental
17 and other benefits. Bikram Yoga has become recognized throughout the world not
18 only for its exceptional benefits, but for its distinctive method, style, instructions,
19 and commands. Over 500 facilities worldwide are now authorized to offer Bikram
20 Yoga.

21 21. As the demand for Bikram Yoga increased, Bikram saw the need for a
22 regimented, quality-controlled program designed to train others in the art of
23 teaching the Bikram Yoga method and style. Consequently, in or about 1994,
24 Bikram inaugurated a Bikram Yoga Teacher Training Course.

25 22. Before beginning the Bikram Yoga Teacher Training Course, each
26 teacher trainee is required to sign a teacher training contract (the "Teacher Training
27 Agreement") and is provided with a signed copy of the Agreement. In addition,
28 each teacher trainee is aware that fellow teacher trainees are required to sign the

1 Agreement. Under the Bikram Yoga Teacher Training Course, individuals who
2 desire to lead and instruct classes in Bikram Yoga pay \$10,000 for tuition,
3 materials and room and board to attend a nine-week residential teacher training
4 program, and in return receive instruction and training in the Bikram Yoga method
5 and style. Those who successfully satisfy the high standards set by Bikram and
6 master the academic and physical requirements earn their certification as teachers
7 of "Bikram's Basic Yoga System." Only Bikram himself may grant certification
8 as a Bikram Basic Yoga System teacher. And only certified Bikram Yoga
9 instructors can teach at Bikram Yoga studios. To date, Bikram has trained and
10 certified over six thousand three hundred Bikram Basic Yoga System teachers in
11 his unique style and method.

12 23. Certified teachers receive a limited license to teach Bikram's Basic
13 Yoga System and to use Bikram's trademarks and copyrighted works in connection
14 therewith, provided that they agree to teach Bikram's Basic Yoga System precisely
15 as it was taught to them and to abide by strict guidelines set by Bikram with regard
16 to their status as certified Bikram's Basic Yoga System teachers. In part to ensure
17 the uniform interpretation and enforcement of the Teacher Training Agreement and
18 the preservation and protection of Bikram's IP, the Agreement is governed by the
19 laws of the State of California and requires that any action filed to enforce the
20 Agreement and any matters related to Bikram Yoga be brought in either the state
21 or federal courts located in Los Angeles County, California.

22 **Bikram's IP**

23 24. Bikram Yoga incorporates several protectable elements, each
24 developed and owned exclusively by Bikram.

25 25. Bikram's twenty-six (26) yoga postures together with two (2)
26 breathing exercises, all of which are always performed in exactly the same strictly
27 prescribed sequence, in a room heated to 105° Fahrenheit, differentiate Bikram
28 Yoga from all other forms of yoga and other types of exercise. The style, method,

1 design, and structure of Bikram Yoga are unique and distinctive. The Bikram
2 Yoga method consists of several distinct and highly recognizable features. These
3 twenty-six (26) distinctive postures and two (2) breathing exercises have become
4 so distinctive in the marketplace of yoga classes that they have acquired fame and
5 secondary meaning and therefore serve as a designation of the source and
6 sponsorship of this type of yoga. Indeed, Bikram Yoga is so distinctive in overall
7 appearance, structure, format, and choreography that it is recognizable in
8 marketplaces throughout the world.

9 26. The Bikram Yoga method, including but not limited to the unique
10 selection, sequence, and number of yoga postures and breathing exercises, together
11 with the element of a room heated to 105° Fahrenheit, combine to convey a unique
12 and distinctive overall image and impression constituting a federally-protected
13 service mark owned exclusively by Bikram (the "Bikram Asana Sequence" or
14 "Asana Sequence").

15 **Bikram's Copyrighted Works**

16 27. As part of his development of the Bikram Yoga style and method,
17 Bikram created an original work of authorship consisting of a series of instructions
18 and commands that accompany, and correspond to, each posture of Bikram Yoga
19 (the "Dialogue"). This original work is recited in a precise manner, in the form of
20 a spoken dialogue, by a certified Bikram's Basic Yoga System teacher during each
21 Bikram Yoga session.

22 28. The purposes for the strict requirement that the Dialogue is to be
23 recited in a precise manner are: (a) to maintain quality control over Bikram's Basic
24 Yoga System, since the benefits of the System will not be derived if the yoga is
25 done incorrectly; (b) to ensure uniformity from teacher to teacher and school to
26 school in the teaching of the postures; and (c) to allow students to focus on
27 improving their practice of the Yoga since the Dialogue becomes ingrained and
28 eventually acts almost like a "mantra."

1 29. Bikram fixed the Dialogue in a tangible medium of expression.

2 30. Bikram is the owner of the copyrightable work of authorship in the
3 Dialogue and the U.S. copyright registration in the Dialogue, and duly possesses
4 all rights, title, and interests therein. Bikram has complied with all of the laws
5 pertinent to the Dialogue as a copyrighted work.

6 31. Bikram is the sole author of a book entitled "Bikram's Beginning
7 Yoga Class" (the "Book") written in 1978 and first published in 1979. The Book
8 contains, among other things, a description of the Bikram Asana Sequence. The
9 United States Copyright Office issued Copyright Registration Certificate No. TX
10 170-160 to Bikram for the Book. In 2000, Bikram published a revised version of
11 the Book, and the Copyright Office issued Copyright Registration Certificate No.
12 TX 5-259-325 to Bikram for this edition.

13 32. The Copyright Office also issued to Bikram Copyright Registration
14 Certificate No. TX 5-624-003 for the Bikram Asana Sequence. Because the
15 Bikram Asana Sequence was first published in the Book, the Copyright Office
16 directed Bikram to register the Bikram Asana Sequence as "selection of
17 arrangement of exercise" or "compilation of exercises" by submitting a
18 supplemental application to Registration No. TX 179-160 for the Book.

19 33. The Copyright Office has issued to Bikram several additional
20 Copyright Registrations: (a) Certificate No. TX 1-022-657 for the work entitled
21 "Bikram's Yoga College Of India Beginning Yoga Dialogue"; (b) Certificate No.
22 TX 6-555-860 for the "Bikram's Beginning Yoga Class" audiotope; (c) Certificate
23 No. TXu 934-417 for the work entitled "Bikram's Yoga College of India Teacher
24 Training Course-Curriculum Outline"; (d) Certificate No. TXu 1-323-218 for
25 Bikram's Advance Yoga Class Asana Sequence; and (e) Certificate No. PA 1-053-
26 335 for a videocassette entitled "Rajashree's Pregnancy Yoga," which is co-
27 registered with Rajashree Choudhury.

28

1 34. Bikram is the owner of the copyrighted works set forth in the
2 foregoing paragraphs and the U.S. copyright registrations issued by the Copyright
3 Office. Therefore, Bikram duly possesses all rights, title, and interest therein.
4 Bikram has complied with all of the laws pertinent to the works set forth in the
5 preceding paragraphs as copyrighted works.

6 **Bikram's Trademarks, Service Marks, Trade Names And Logos**

7 35. Bikram owns several trademarks, service marks, trade names and
8 logos (collectively, "the Marks") used in connection with this business and Bikram
9 Yoga, including, among others:

10 (a) "BIKRAM YOGA", registered August 5, 2003, Registration
11 Number 2,746,346;

12 (b) "BIKRAM'S YOGA COLLEGE OF INDIA", registered May
13 27, 2003, Registration Number 2,718,899;

14 (c) "BIKRAM'S BEGINNING YOGA CLASS", registered April
15 6, 2004, Registration Number 2,829,135;

16 (d) A design mark of Bikram in the spine twisting pose, registered
17 October 21, 2003, Registration Number 2,775,407;

18 (e) BIKRAM'S BASIC YOGA SYSTEM; and

19 (f) BIKRAM'S ASANA SEQUENCE OF 26 YOGA POSTURES.

20 36. Bikram has continually used the Marks to advertise, promote and
21 market Bikram Yoga classes. Bikram has also used the Marks for more
22 educational services, namely, conducting classes, seminars, conferences, and
23 teacher training in Bikram Yoga and yoga philosophy. Bikram owns all rights,
24 title, and interests in and to the Marks.

25 37. Bikram has filed applications with the U.S. Patent & Trademark
26 Office for U.S. registration of the Marks.

**Defendants Drost and Samson Become Certified Bikram Instructors
And Sign Contracts Limiting Their Use Of Bikram's IP**

38. In or about September 2002, defendant Drost enrolled in Bikram's Yoga College of India Teacher Training Course. Karen E. Drost, his now ex-wife and a Bikram yoga studio owner, recommended that he be admitted to the training program. Drost successfully completed the three-month certification program at Bikram's Yoga College of India in November 2002, and thus became authorized to teach Bikram's Basic Yoga System.

39. In or about April 2005, defendant Samson enrolled in Bikram's Yoga College of India Teacher Training Course. Drost for a time assisted in the teacher training which Samson attended, and met Samson in his capacity as her teacher. Samson successfully completed the three-month certification program at Bikram's Yoga College of India in June 2005, and thus became authorized to teach Bikram's Basic Yoga System.

40. Bikram granted certain limited license rights (the "License") related to his unique yoga style and method to Drost and Samson as well as others who successfully became certified Bikram Yoga instructors. The terms of the License are set forth in the Teacher Training Agreements signed by Drost and Samson, copies of which are attached hereto under Exhibit A. The Licenses were conditioned upon, among other things, Drost and Samson teaching Bikram's Basic Yoga System and using the Dialogue in strict compliance with the way in which they were taught at Teacher Training. The Licenses included the following rights and licenses:

(a) to teach Bikram's Basic Yoga System classes in strict compliance with guidelines established by Bikram;

(b) to publicly recite the Dialogue and demonstrate the Asana Sequence during the course of teaching the Bikram's Basic

1 Yoga System classes in strict conformity with the methods
2 taught during the Teacher Training Course;

3 (c) to use the Marks for purposes of identifying classes taught in
4 strict conformity with the methods taught during the Teacher
5 Training Course.

6 41. As set forth on Drost's and Samson's certificates of completion of
7 Teacher Training, the Licenses granted to Drost and Samson were limited to "teach
8 Bikram's Beginning Yoga Class in accordance with the Teacher Training
9 Agreement."

10 42. It is clear from the extensiveness, rigorousness, precision, and clarity
11 of the Teacher Training Course content that the "rights and privileges to teach
12 Bikram's Basic Yoga System" constitute a very clearly delineated right to teach
13 and promote a very clearly prescribed form of yoga. Thus, the Licenses did not
14 confer, and Drost and Samson did not possess, rights to do any of the following:

- 15 (a) teach a Bikram Yoga System class through any business or
16 establishment that is not a licensed Bikram affiliate;
- 17 (b) teach any variations whatsoever of Bikram's Basic Yoga
18 System;
- 19 (c) use the Marks in connection with any business or establishment
20 that is not a licensed Bikram affiliate;
- 21 (d) use the Marks in connection with any variations of Bikram's
22 Basic Yoga System;
- 23 (e) alter the Dialogue or Asana Sequence in any way;
- 24 (f) teach others to become certified teachers of Bikram Yoga; or
- 25 (g) display Bikram's likeness or Bikram's Copyright unless
26 expressly authorized by Bikram.

27 43. The Licenses make clear that failure to strictly conform to the terms of
28 the Licenses would result in termination of the Licenses and preclude Drost and

1 Samson from using any Bikram Copyrights or Marks, or holding themselves out as
2 Bikram Yoga teachers.

3 **After Becoming A Part Of The Bikram Yoga System, Drost Persuades**
4 **Bikram To Allow Him To Organize Two Bikram Seminars,**
5 **Misappropriates Money Owed To Bikram From The Seminars And Is**
6 **Banned From Any Involvement In Bikram Yoga**

7 44. Following his certification as a Bikram teacher, Drost taught at a
8 studio that his then wife, Karen Drost, owned in Buffalo, NY. In addition, Drost
9 took steps to develop a closer relationship with Bikram and the staff at BYCI.
10 Drost knew that Bikram held seminars in various parts of the United States as well
11 as overseas. Drost represented to Bikram that he was an event planner/manager
12 and persuaded Bikram to allow him (Drost) to organize two seminars in 2008: one
13 in Toronto, Canada; the other in Philadelphia, PA.

14 45. As the organizer of the seminars, Drost's responsibilities included
15 collecting the attendance fees, using a portion of the fees to pay expenses and
16 remitting the balance to Bikram. Bikram attended both seminars and over 400
17 people paid to hear Bikram speak at the seminars and to participate in a posture
18 clinic with Bikram. Based upon the number of those who paid to attend the
19 seminars, the price per ticket paid by the attendees and expenses incurred to put on
20 the seminars, Drost misappropriated over \$45,000 in fees owed to Bikram.

21 46. Shortly before the Toronto seminar, the studio Drost and his then wife
22 owned in Buffalo was severely damaged as a result of a fire. Bikram learned that
23 Drost rebuilt the studio following the seminars in Toronto and Philadelphia. In
24 addition, Bikram learned that Drost failed miserably as a concert promoter and was
25 arrested for attempting to extort over \$1 million from a bank to pay debt incurred
26 in his failed concert promotion business. Based on his misappropriation of funds
27 owed to Bikram, his felonious past and other unacceptable conduct, Bikram
28 banned Drost from any and all involvement in Bikram Yoga.

**Drost And Samson Embark On A Scheme To Set Up A Copy-Cat
Yoga System In Breach Of Their Teacher Training Agreements And
In Violation Of Bikram's IP Rights**

47. Drost and Samson now offer and teach, at the Evolation Yoga studios, yoga classes that are substantially similar, if not nearly identical, to the Bikram's Basic Yoga System that they were certified to teach. In so doing, Drost and Samson have breached, and continue to breach, their obligations under their Teacher Training Agreements and the Licenses therein by altering the Bikram's Basic Yoga System, the Dialogue and the Asana Sequence in connection with their teaching.

48. Drost and Samson are breaching the License contained in their respective Teacher Training Agreements in several respects in addition to those set forth in the preceding paragraph. To name a few, they offer unauthorized purported Bikram Yoga teacher certification courses as a part of Evolation Yoga. Defendants have marketed their unsanctioned program by using the Marks and Bikram's Copyrighted Works to mislead would-be Bikram Yoga teachers. Those prospective teachers believe they are receiving authentic instruction in Bikram Yoga, believe they will be qualified to teach at yoga studios authorized to operate using, among other things, the name Bikram Yoga, and have paid large sums of money to Defendants in hopes of earning Bikram Yoga certification and corresponding license rights. Instead, these students have received education in a modified yoga system, incorporating elements of the legitimate Bikram Yoga, such as the Dialogue. As a result of this willful and bogus "certification" program, Evolation Yoga has produced, and still produces, unqualified yoga instructors who, in turn, offer and teach classes under the specious guise of legitimate Bikram Yoga method courses.

49. Drost and Samson also have breached the Licenses by using the Marks to promote yoga classes which were not actually Bikram Yoga classes and

1 using the Dialogue and other of Bikram's Copyrighted Works in connection with
2 classes which do not comport with the strict requirements of Bikram Yoga.

3 50. Based upon Drost's and Samson's failure to satisfy the conditions
4 required to maintain the Licenses and the violations of said Licenses, the Licenses
5 granted to Drost and Samson terminated and neither Drost nor Samson is
6 authorized to hold himself or herself out as a certified Bikram's Basic Yoga
7 System teacher, or a "Bikram Method Teacher" or make further use of the Bikram
8 Yoga style method, the Marks, the Dialogue or other of Bikram's Copyrighted
9 Works.

10 51. Despite having no right, title or interest in or to the Bikram Yoga style
11 and method, including the Marks, the Dialogue or other of Bikram's Copyrighted
12 Works, Defendants continue to use the Bikram Yoga Style and method, and
13 constituent components thereof, without the permission of Bikram by:

14 (a) offering yoga classes employing the elements of Bikram Yoga,
15 including the twenty-six (26) postures and two (2) breathing
16 exercises specifically prescribed in Bikram Yoga in the same
17 Asana Sequence, but altering the number of sets of each posture
18 done during a class;

19 (b) offering yoga classes employing elements of Bikram Yoga,
20 including the twenty-six (26) postures and two (2) breathing
21 exercises specifically prescribed in Bikram Yoga in the same
22 Asana Sequence, but altering the Dialogue with the addition, or
23 substitution, of phrases and commands;

24 (c) offering yoga classes employing elements of Bikram Yoga,
25 including the twenty-six (26) postures and two (2) breathing
26 exercises specifically prescribed in Bikram Yoga in the same
27 Asana Sequence, but failing to super-heat the room in which
28 such classes are offered to 105° Fahrenheit, if at all;

- (d) offering yoga classes employing elements of Bikram Yoga, including the twenty-six (26) postures and two (2) breathing exercises specifically prescribed in Bikram Yoga in the same Asana Sequence, but with the inclusion of additional postures not authorized or endorsed by Bikram; and
- (e) offering unsanctioned (and, indeed, invalid and/or counterfeit) Bikram Yoga teacher certification programs and counterfeit certificates.

52. Despite the termination of the Licenses, and clearly without Bikram's consent, Defendants advertise, market, and promote their unauthorized and improperly modified, yoga classes, as well as their purported Bikram Yoga teacher certification program, through various uses of the Marks. Specific instances of Defendant's infringement of the Marks include, but are not limited to:

- (a) using the Marks to offer unsanctioned Bikram Yoga teacher certification programs;
- (b) using the Marks in the offering and performance of yoga classes based upon, or derived from, the authentic Bikram Yoga style and method;
- (c) displaying the Marks on the Internet website owned and operated by Defendants, located at <www.evolutionyoga.com>;
- (d) displaying the Marks on the Internet website owned and operated by Defendants, located at www.bikramyogavacations.com, as well as using the Bikram Yoga name as part of the URL or domain name for that website;
- (e) using the Marks in various advertising, marketing, and promotional material for the Yoga Studio; and

(f) each holding himself or herself out as a "Bikram Yoga Teacher," and/or a "Bikram Certified Teacher."

53. Copies of examples of promotional materials published and distributed by Defendants which state that Defendants offer and teach "Bikram Yoga" are attached hereto as Exhibits B, C, D, E, F, and G and are incorporated herein as if set out in full. A description of such exhibits is as follows:

Exhibit B - Evolation Yoga website

<www.evolutionyoga.com/about-evolution/foundation.html> describing Evolation Yoga and its roots in Bikram Yoga;

Exhibit C - Yoga Studio website <www.evolutionyoga.com/about-evolution/faqs.html> describing how Evolation "draws much of our foundation and inspiration from Bikram yoga";

Exhibit D - Yoga Studio website <www.evolutionyoga.com/about-evolution/blog.html> showing certified Bikram Yoga instructors teach at Evolation Yoga studios;

Exhibit E - Yoga Studio website <www.evolutionyoga.com/about-evolution/news.html> describing Evolation Yoga as being based on Bikram Yoga and offering classes beyond the Bikram Yoga Beginning Yoga class and Evolation teacher training programs;

Exhibit F - Yoga Studio brochure and new article; and

Exhibit G - Yoga Studio Vacation website

<www.bikramyogavactions.com>.

54. As a result of Defendants' unauthorized uses of the Bikram Yoga style and method and the corresponding use or modification of the elements of the Dialogue and other of Bikram's Copyrighted Works and the Marks, consumers

1 seeking Bikram Yoga classes are misled into believing the yoga programs and
2 classes offered at the Yoga Studio are authentic Bikram Yoga classes, taught by
3 certified Bikram Yoga teachers.

4 55. As a result of Defendants' alteration of the Bikram Yoga style and
5 method, the yoga classes offered at the Yoga Studio utilize several different
6 derivations of the Dialogue and other of Bikram's Copyrighted Works and are
7 different from the Bikram's Basic Yoga System taught and licensed to the
8 Defendants.

9 **Bikram Demands that Defendants Cease and Desist**

10 56. Bikram has demanded that Defendants cease and desist all uses of the
11 Bikram Yoga style and method, including the Marks, the Dialogue and other of
12 Bikram's Copyrighted Works. Bikram further demanded that Defendants cease
13 and desist teaching Bikram Yoga or any yoga class based upon or substantially
14 similar to the Bikram Yoga style and method, and discontinue all uses of the
15 Marks, the Dialogue and other of Bikram's Copyrighted Works. Notwithstanding
16 this notice and Bikram's demands, Defendants have continued their unlawful and
17 infringing conduct as alleged herein.

18 57. Defendants' unlawful and infringing conduct has been willful and
19 deliberate, designed specifically to trade upon the goodwill associated with the
20 Bikram's IP rights.

21 **CLAIMS FOR RELIEF**

22 **FIRST CLAIM FOR RELIEF**

23 **(Copyright Infringement Against All Defendants)**

24 58. Plaintiffs hereby repeat and reallege the allegations set forth in
25 paragraphs 1 through 57, above, as though fully set forth herein.

26 59. Defendants' willful and continued unauthorized use in interstate
27 commerce of the Bikram's Copyrighted Works is likely to continue to cause
28 confusion and mistake, and to deceive the public in that it has and will continue to

1 lead the public erroneously to associate the yoga and services offered by BYCI and
2 Bikram with those offered by Defendants in violation of 17 U.S.C. §§ 101 et seq.

3 60. Defendants have infringed and continue to infringe the copyrights in
4 the Bikram's Copyrighted Works through substantial use of Bikram's Copyrighted
5 Works in and as part of Defendants' offering of yoga classes and their advertising
6 and marketing efforts thereof by preparing derivative works; substantially copying;
7 making and distributing copies; authorizing the making and distributing of copies;
8 participating in and furthering such infringing acts; and/or sharing in the proceeds
9 from such infringing acts.

10 61. BYCI and Bikram are entitled to permanent injunctive relief
11 restraining Defendants, and their officers, agents, and employees, and all persons
12 acting in concert with them, from engaging in any further such acts in violation of
13 the Copyright Laws of the United States.

14 62. BYCI and Bikram are further entitled to recover damages, including
15 attorneys' fees, they have sustained and will sustain, and any gains, profits, and
16 advantages obtained by Defendants as a result of their acts of infringement alleged
17 above, in an amount greater than \$1,000,000, according to proof to be determined
18 at time of trial.

19 **SECOND CLAIM FOR RELIEF**
20 **(Trademark Infringement Against All Defendants)**

21 63. Plaintiffs hereby repeat and reallege the allegations set forth in
22 paragraphs 1 through 57, above, as though fully set forth herein.

23 64. Defendants' willful and continued unauthorized use in interstate
24 commerce of the Bikram's Marks is likely to continue to cause confusion and
25 mistake, and to deceive the public in that it has and will continue to lead the public
26 erroneously to associate the yoga and services offered by BYCI and Bikram with
27 those offered by Defendants in violation of § 43(a) of the Lanham Act, 15 U.S.C. §
28 1125(a).

1 65. Defendants have infringed and continue to infringe the Bikram's
2 Mark through substantial used of Bikram's Marks in and as part of Defendants'
3 offering of yoga classes and their advertising and marketing efforts thereof by
4 preparing derivative works; substantially copying; making and distributing copies;
5 authorizing the making and distributing of copies; participating in and furthering
6 such infringing acts; and/or sharing in the proceeds from such infringing acts.

7 66. BYCI and Bikram are entitled to permanent injunctive relief
8 restraining Defendants, and their officers, agents, and employees, and all persons
9 acting in concert with them, from engaging in any further such acts in violation of
10 the Trademark Laws of the United States.

11 67. BYCI and Bikram are further entitled to recover damages, including
12 attorneys' fees, they have sustained and will sustain, and any gains, profits, and
13 advantages obtained by Defendants as a result of their acts of infringement alleged
14 above, in an amount greater than \$1,000,000, according to proof to be determined
15 at time of trial.

16
17 **THIRD CLAIM FOR RELIEF**
18 **(False Designation Against All Defendants)**

19 68. Plaintiffs hereby repeat and reallege the allegations set forth in
20 paragraphs 1 through 57, above, as though fully set forth herein.

21 69. Defendants' willful and continued unauthorized use in interstate
22 commerce of the Bikram's IP is likely to continue to cause confusion and mistake,
23 and to deceive the public in that it has and will continue to lead the public
24 erroneously to believe that Defendants' yoga and services are sponsored, approved
25 and/or certified by BYCI and Bikram and are being marketed with the consent of
26 BYCI and Bikram.

27 70. If Defendants' acts are continued and not enjoined by this Court, they
28 will cause irreparable and substantial damage to Bikram, BYCI and its affiliates,

1 for which there is no adequate remedy at law, and otherwise will result in
2 Defendants being unjustly enriched by their unlawful acts.

3 71. BYCI and Bikram are entitled to permanent injunctive relief
4 restraining Defendants, and their officers, agents, and employees, and all persons
5 acting in concert with them, from engaging in any further such acts in violation of
6 the Trademark and Copyright Laws of the United States.

7 72. BYCI and Bikram are further entitled to recover damages, including
8 attorneys' fees, they have sustained and will sustain, and any gains, profits, and
9 advantages obtained by Defendants as a result of their acts of infringement alleged
10 above, in an amount greater than \$1,000,000, according to proof to be determined
11 at time of trial.

12 **FOURTH CLAIM FOR RELIEF**
13 **(Dilution Against All Defendants)**

14 73. Plaintiffs hereby repeat and reallege the allegations set forth in
15 paragraphs 1 through 57, above, as though fully set forth herein.

16 74. Defendants' willful and continued unauthorized use in interstate
17 commerce of the Bikram's IP threatens to injure the business reputations of BYCI
18 and Bikram and to dilute the distinctive quality of Bikram's IP. Pursuant to
19 California Business and Professions Code Section 14330, BYCI and Bikram are
20 therefore entitled to permanent injunctive relief restraining Defendants, and their
21 officers, agents, and employees, and all persons acting in concert with them, from
22 engaging in any further such acts in violation of the Trademark and Copyright
23 Laws of the United States.

24 75. BYCI and Bikram are further entitled to recover damages, including
25 attorneys' fees, they have sustained and will sustain, and any gains, profits, and
26 advantages obtained by Defendants as a result of their acts of infringement alleged
27 above, in an amount greater than \$1,000,000, according to proof to be determined
28 at time of trial.

FIFTH CLAIM FOR RELIEF
(Unfair Competition Against All Defendants)

76. Plaintiffs hereby repeat and reallege the allegations set forth in paragraphs 1 through 57, above, as though fully set forth herein.

77. Defendants' willful and continued unauthorized use in interstate commerce of the Bikram's IP constitute an unfair business practice and a form of unfair competition, entitling BYCI and Bikram to permanent injunctive relief restraining Defendants, and their officers, agents, and employees, and all persons acting in concert with them, from engaging in any further such acts in violation of the Trademark and Copyright Laws of the United States pursuant to California Business and Professions Code §§ 17200 and 17203.

SIXTH CLAIM FOR RELIEF
(Unfair Business Practices Against All Defendants)

78. Plaintiffs hereby repeat and reallege the allegations set forth in paragraphs 1 through 57, above, as though fully set forth herein.

79. Defendants' willful and continued unauthorized use in interstate commerce of the Bikram's IP threatens to injure the business reputations of BYCI and Bikram and to dilute the distinctive quality of Bikram's IP. Pursuant to California Business and Professions Code Section 14330, BYCI and Bikram are therefore entitled to permanent injunctive relief restraining Defendants, and their officers, agents, and employees, and all persons acting in concert with them, from engaging in any further such acts in violation of the Trademark and Copyright Laws of the United States.

80. BYCI and Bikram are further entitled to recover damages, including attorneys' fees, they have sustained and will sustain, and any gains, profits, and advantages obtained by Defendants as a result of their acts of infringement alleged above, in an amount greater than \$1,000,000, according to proof to be determined at time of trial.

SEVENTH CLAIM FOR RELIEF
(Breach of Contract Against Drost, Samson And Does 1 through 10)

81. BYCI hereby repeats and realleges the allegations set forth in paragraphs 1 through 57, above, as though fully set forth herein.

82. Drost and Samson signed the Teacher Training Agreement. Others who teach at Evolation signed the Teacher Training Agreement.

83. Except where otherwise excused due to the conduct of Defendants, BYCI has performed consistent with the terms of the Teacher Training Agreement.

84. Beginning with their association with Evolation Yoga, Defendants breached the Teacher Training Agreements by, among other things, engaging in the conduct detailed more fully above.

85. As a result of the breach, BYCI and Bikram have been damaged in an amount that is currently uncertain but is alleged to exceed \$250,000.

EIGHTH CLAIM FOR RELIEF
(Inducing Breach of Contract Against Drost, Samson And Does 1 through 10)

86. BYCI hereby repeats and realleges the allegations set forth in paragraphs 1 through 57, above, as though fully set forth herein.

87. Drost and Samson signed the Teacher Training Agreement before each commenced the Teacher Training Course. Others who teach at Evolation signed the Teacher Training Agreement before commencing the Teacher Training Course. Before engaging in the conduct more fully described above, each Defendant was aware that all certified Bikram Yoga instructors were required to sign the Teacher Training Agreement before they commenced the course of training that led to their becoming certified Bikram Yoga instructors.

88. To the extent that Defendants have solicited and induced certified Bikram Yoga instructors to teach yoga at Evolation Yoga while their Teacher Training Agreements were effective, Defendants have induced others to breach the terms of the Teacher Training Agreement.

1 89. As a result of the breach, BYCI and Bikram have been damaged in an
2 amount that is currently uncertain but is alleged to exceed \$250,000. BYCI and
3 Bikram are also entitled to permanent injunctive relief restraining Defendants from
4 inducing the breach of the Teacher Training Agreements in a manner in which
5 infringes on Bikram's IP.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as follows:

8 **FOR THE FIRST CLAIM FOR RELIEF**

9 1. For damages in an amount to be proven at trial, but which is believed
10 to exceed \$1,000,000.

11 2. For punitive damages in an amount to be proven at trial.

12 3. For a preliminary and permanent injunction barring subsequent
13 infringement of Plaintiffs' Copyrighted Works.
14

15 **FOR THE SECOND CLAIM FOR RELIEF**

16 4. For damages in an amount to be proven at trial, but which is believed
17 to exceed \$1,000,000.

18 5. For punitive damages in an amount to be proven at trial.

19 6. For a preliminary and permanent injunction barring subsequent
20 infringement of Plaintiffs' Marks.
21

22 **FOR THE THIRD CLAIM FOR RELIEF**

23 7. For damages in an amount to be proven at trial, but which is believed
24 to exceed \$1,000,000.

25 8. For a preliminary and permanent injunction barring subsequent
26 infringement of Plaintiffs' IP.
27
28

1 **FOR THE FOURTH CLAIM FOR RELIEF**

2 9. For damages in an amount to be proven at trial, but which is believed
3 to exceed \$1,000,000.

4 10. For a preliminary and permanent injunction barring subsequent
5 infringement of Plaintiffs' IP.

6 **FOR THE FIFTH CLAIM FOR RELIEF**

7
8 11. For a preliminary and permanent injunction barring subsequent
9 infringement of Plaintiffs' IP.

10 **FOR THE SIXTH CLAIM FOR RELIEF**

11 12. For a preliminary and permanent injunction barring subsequent
12 infringement of Plaintiffs' IP.

13 **FOR THE SEVENTH CLAIM FOR RELIEF**

14
15 13. For damages in an amount to be proven at trial, but which is believed
16 to exceed \$250,000.

17 **FOR THE EIGHTH CLAIM FOR RELIEF**

18 14. For damages in an amount to be proven at trial, but which is believed
19 to exceed \$250,000.

20
21 15. For a preliminary and permanent injunction barring the inducement of
22 breach of contract in a manner in which infringes on Plaintiffs' IP.

23 **FOR ALL CAUSES OF ACTION**

24 16. For costs of suit incurred herein, including attorney's fees as
25 permitted by statute; and

26 17. For such other relief as the court deems just and proper.
27
28

1 July 1, 2011

Respectfully submitted,
SILVERMAN SCLAR SHIN & BYRNE LLP

3 By: Robert M. Gilchrest

4 Robert M. Gilchrest

5 For Plaintiffs

6 BIKRAM'S YOGA COLLEGE OF INDIA, L.P.
7 and BIKRAM CHOUDHURY

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury in this action with respect to those matters triable to a jury.

July 1, 2011

Respectfully submitted,

SILVERMAN SCLAR SHIN & BYRNE LLP

By: 

Robert M. Gilchrest

For Plaintiffs

BIKRAM'S YOGA COLLEGE OF INDIA, L.P.
and BIKRAM CHOUDHURY

EXHIBIT A

MARK DROST

BIKRAM'S YOGA COLLEGE OF INDIA

Teacher Training Agreement

IMPORTANT - READ CAREFULLY: This Teacher Training Agreement (this "Agreement") is a legal contract between You, and Bikram Choudhury, an individual doing business as Bikram's Yoga College of India (hereinafter, "Bikram"). BY ENTERING INTO THIS AGREEMENT, OR BY BEGINNING THE TEACHER TRAINING COURSE, AS DESCRIBED HEREIN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.

1. Definitions.

- 1.1 "Bikram Copyrights" shall have the meaning set forth in Section 6.2 of this Agreement.
- 1.2 "Bikram Yoga System" shall mean the proprietary yoga exercise system, and accompanying dialogue, developed and owned exclusively by Bikram known as Bikram's Beginning Yoga Class.
- 1.3 "Bikram Method Teacher" or "Bikram Certified Teacher" shall mean a person who, upon successful completion of the Teacher Training Course, is certified by Bikram, and authorized to teach and offer classes to the public in the Bikram Yoga System.
- 1.4 "Certification" shall have the meaning set forth in Section 2.2 of this Agreement.
- 1.5 "Certification Period" shall have the meaning set forth in Section 2.3 of this Agreement.
- 1.6 "Marks" shall have the meaning set forth in Section 6.1 of this Agreement.
- 1.7 "Medical Consent and Waiver" shall mean the document, attached hereto as Exhibit A, and incorporated herein by reference, indicating Your, and Your physician's, verification that You are medically fit to engage in the Teacher Training Course.
- 1.8 "Re-Certification Procedure" shall have the meaning set forth in Section 2.4 of this Agreement.
- 1.9 "Teacher Training Course" shall have the meaning set forth in Section 2.1 of this Agreement.
- 1.10 "You, Your, and Yourself" shall include You, Your heirs, Your administrators, and/or Your employees, agents, parents, subsidiaries, affiliates, successors, assigns, representatives, and attorneys.

2. Certification Procedure and Terms.

2.1 Instruction. Bikram agrees to provide, and You accept, subject to the terms and conditions of this Agreement, instruction in the Bikram Yoga System for purposes of becoming a Bikram Certified Teacher/Bikram Method Teacher (the "Teacher Training Course") at Bikram's Yoga College of India, 1862 S. La Cienega Boulevard, Los Angeles, CA 90035, USA. The Teacher Training Course will cover the Bikram Yoga System, yoga philosophy, yoga theory, and yoga practice, and other elements described in the Teacher Training Course outline that will be provided to you before or at Teacher Training.

2.2 Certification Standard. Following successful completion of the Teacher Training Course, in Bikram's sole discretion, and subject to the terms and conditions of this Agreement, You will receive certification indicating Your competence as a Bikram Method Teacher ("Certification"). Attendance at Teacher Training, and completion of

course requirements, will not assure that You receive Certification. Bikram Choudhury will be the sole arbiter of Your having successfully completed the Teacher Training Course and You hereby acknowledge and agree to the inherently subjective nature that inheres in this determination. Misrepresentation regarding the extent of your Bikram Yoga training can cause You to fail to be certified and also constitutes grounds for dismissal from the Teacher Training Course.

2.3 Term of Certification. Your Certification as a Bikram Method Teacher shall be for a period of three (3) years, beginning on the date of issuance of Your Certification (the "Certification Period").

2.4 Re-Certification. To maintain Your Certification as a Bikram Method Teacher beyond the Certification Period, You must at least once during each Certification period attend, and satisfactorily complete the Re-Certification requirements (in Bikram's discretion) at a Re-Certification Seminar (the "Re-Certification Procedure"). The dates, times, locations, and costs of Re-Certification Seminars will be posted on the Bikram's Yoga College of India Web Site (www.bikramyoga.com). Successful completion of the Re-Certification Procedure shall, in Bikram's sole discretion, entitle You to an additional three (3) year Certification Period. You may seek Re-Certification as a Bikram Method Teacher, pursuant to the Re-Certification Procedure, as many times as You like.

3. Your Responsibilities. As You pursue Certification, during the Teacher Training Course, and after the Course, Your responsibilities shall include, but not be limited to, the following (the failure to satisfy these requirements shall be cause for termination of this Agreement and/or shall cause you to not be certified):

3.1 Medical Consent. Providing Bikram with a copy of the Medical Consent and Waiver, signed by You and Your physician, prior to beginning the Teacher Training Course;

3.2 Complete Course Requirements. Satisfactorily completing all requirements of the Teacher Training Course, as determined by Bikram, in his sole discretion, including, but not limited to satisfactorily learning and being able to perform all of the postures, completely memorizing the dialogue, and complying with the Student Rules and Requirements attached hereto as Exhibit B;

3.3 Comply With This Agreement. Faithfully observing the terms of this Agreement, and upon Certification, teaching the Bikram Yoga System utilizing the same, and only the same, methods, practices, dialogue, and principles You were taught in the Teacher Training Course;

3.4 Comply With All New Conditions in Future. Complying with all new conditions and matters pertaining to the Teacher Training Course, Certification, and Re-Certification as hereinafter may be established by Bikram;

3.5 Publicity and Privacy. Grant to Bikram the right to use pictures, audios, or videos of You obtained during the Course, which right is hereby granted;

3.6 Honor Code. You must not lie, cheat, steal, or fail to comply with any of the terms of this Agreement (the "Honor Code"). You must also report to Bikram any violations of the Honor code by any Teacher Trainees, any certified Bikram Method Teachers, or any persons who are purporting or have purported to be Bikram Method Teachers. Violations of the Honor Code include, but are not limited to, offering yoga classes that do not strictly comply with the Bikram Yoga System, holding oneself out as a certified Bikram Yoga if one is not (either because they never were or because their certification has lapsed), or offering to train persons to become Bikram Yoga teachers. As part of the Honor Code, You have an obligation to report violations of the Honor Code that You become aware of and if you do not, You will Yourself be in violation of the Honor Code; and

3.7 Notices of Change of Address. Every time you change your address, you must provide us with your new address - if you fail to do so, your Certification will automatically lapse.

4. License Terms.

4.1 Grant of License. Subject to the terms and conditions of this Agreement, and receipt of Your Certification, Bikram grants You the non-exclusive, non-transferable, terminable license rights to:

4.1.1 Permitted Teaching. Offer, and teach, Bikram's Beginning Yoga Class, in strict conformity with the guidelines established by Bikram, in his sole discretion, and supplied to you from time to time, provided that You shall not offer or teach any Bikram Yoga System classes through any business or establishment that is not a licensed Bikram's Yoga College of India franchise or an affiliated Bikram's Yoga College of India school or studio as determined in Bikram's sole discretion.

4.1.2 Use of Trademarks. Use the terms "Bikram Yoga" and "Bikram's Beginning Yoga Class," to describe the classes You offer in connection with Your status as a Bikram Method Teacher, provided that You shall not use any such Marks in connection with any business or establishment that is not a licensed Bikram's Yoga College of India franchise or an affiliated Bikram's Yoga College of India as determined in Bikram's sole discretion; and

4.1.3 Your Identification. Refer to Yourself as a "Bikram Method Teacher," or "Bikram Certified Teacher" so long as You are in compliance with all of the terms of this Agreement.

4.2 License Restrictions.

4.2.1 No Teaching of Other Prospective Teachers. Certification, or Re-Certification, does not entitle, nor qualify, You to train, teach, or give instruction to others in connection with, or towards completion of, the Teacher Training Course, or any portion or derivative thereof.

4.2.2 No Variance of the Dialogue. You may not vary the dialogue in any manner whatsoever.

4.2.3 No Additional or Different Elements. You may not add to, or subtract from, the classes You are certified to teach, any element (such as a pose, a portion of the dialogue, the temperature, time, music, other yoga postures or exercises, etc.)

4.2.4 Use of Marks and Copyrights. You may not use any of the Marks or the Bikram Copyrights for the sale of any merchandise or goods.

4.2.5 Effect of Termination of Licenses. Upon expiration or termination of Your Certification, or Re-Certification, You are expressly prohibited from teaching the Bikram Yoga System, and You may no longer use any Bikram Copyrights or Marks, nor may You use the designation, or hold Yourself out as a, Bikram Method Teacher or Bikram Certified Teacher.

5. Opening Your Own Bikram School. If You are interested in opening a Bikram Yoga school, You must apply to Bikram for a written franchise license agreement before you may open a Bikram Yoga school. Failure to obtain the written permission of Bikram to the opening of such a school shall constitute grounds for immediate termination of your Certification and this Agreement.

6. Proprietary Rights.

6.1 Trademarks. "Bikram," "Bikram's Yoga College of India," "Yoga College of India," "Bikram's Beginning Yoga Class," "Bikram's Basic Yoga System," "Bikram Method," "Bikram Yoga," "Bikram's Yoga," "Bikram System," the Bikram asana sequence, and the Bikram logo (known as Bikram in the spine twisting posture) are trademarks

and service marks protected under U.S. and international laws and are owned by Bikram (collectively, the "Marks"). Your use and display of the Marks shall be in accordance with this Agreement, and with Bikram's policy guidelines, as more fully described in this Section, and as may hereafter be established by Bikram. Bikram grants You a limited, non-exclusive, terminable right to use and display the Marks solely in connection with identifying Yourself as a "Bikram Method Teacher," or "Bikram Certified Teacher," and solely in connection with describing Bikram Yoga System classes in accordance with the terms and conditions of this Agreement. Use of such Marks shall inure to the benefit of Bikram. To protect and preserve the goodwill and image of the Bikram, and the Bikram Yoga System, You shall avoid deceptive, misleading, or unethical practices that are, or might be, detrimental to the Bikram Yoga System, Bikram, his customers, or the public.

6.2 Copyrights. U.S. Copyright laws and international treaties protect the Bikram Yoga System; the methods and the dialogue used to teach Bikram's Beginning Yoga Class; all material provided in the Teacher Training Course and Re-Certification sessions, or in connection with any other course of instruction; and all publications of or by Bikram Choudhury, or Bikram's Yoga College of India, including, without limitation, all documentation, texts, audio tapes, video tapes, films, sound recordings, photographs, all copies thereof, and any and all derivative works thereof, and all changes and/or modifications thereto (the "Bikram Copyrights"). All rights, title, and interest in and to the Bikram Copyrights are the sole and exclusive property of Bikram. This Agreement does not provide You with title or ownership of any of the Bikram Copyrights, but only a right of limited use to the extent necessary to teach Bikram Yoga. Except as expressly authorized by this Agreement, publication, exhibition or demonstration of any of the Bikram Copyrights, or any portion thereof or exercise related thereto, by or through any medium or publication (electronic or otherwise), including books, magazines, film, photographs, or electronic images is expressly prohibited.

6.3 Limitations on Use. The Bikram Yoga System, and any and all methods, dialogue exercises, and/or materials related thereto may only be used, demonstrated, taught, or instructed by a Bikram Method Teacher or Bikram Certified Teacher while holding a valid Certification. Except as specifically provided herein, no right is granted to You by this Agreement, nor by Certification or Re-Certification, in the Bikram Copyrights (or any method, dialogue, and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram. You may not use, publish, display, advertise, copy, modify, or distribute any Bikram Copyrights (or any method, dialogue and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram, or any copy, portion, adaptation, alteration or transcription thereof, except as expressly authorized by Bikram, this Agreement, or a separate written agreement signed by Bikram. Your license may not be transferred, leased, assigned, or sublicensed without Bikram's prior written consent. You will use Your best efforts to cooperate with Bikram to verify compliance with the terms of this Agreement.

7. Term And Termination.

7.1 Term and Termination. This Agreement is effective until terminated by either You or Bikram, or upon expiration of the Certification Period and failure to obtain Re-Certification, which ever occurs first. You may terminate the Agreement at any time by discontinuing Your teaching of the Bikram Yoga System, as well as discontinuing all uses of the Marks and the Bikram Copyrights. Additionally, You must destroy all Teacher Training Course materials, and items related thereto, in Your possession or control and all other materials pertaining to teaching the Bikram Yoga System, including all copies thereof.

7.2 Grounds for Termination and Effect Thereof. Without prejudice to any other rights, Bikram may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. In such event, You must discontinue Your teaching of the Bikram Yoga System, as well as discontinue all uses of the Marks and the Bikram Copyrights. Additionally, You must destroy all Teacher Training Course materials, and items related thereto, in Your possession or control and all other materials pertaining to teaching the Bikram Yoga System, including all copies thereof. Grounds for termination of this Agreement (and thereby your right to use the Marks or the Bikram Copyrights, in any manner) include, but are not limited to:

7.2.1 Non-Bikram Yoga Studios. Offering Bikram Yoga in any facility that is not a Bikram-approved Bikram Yoga studio, as determined in Bikram's sole discretion;

7.2.2 Teacher Training. Teaching, purporting to teach, or advertising the teaching of, other prospective Bikram Yoga teachers;

7.2.3 Changing the Class. Teaching Bikram's Beginning Yoga Class in a manner that deviates in any way from that taught to You in Teacher Training, or as subsequently directed by Bikram to be taught (including, but not limited to: altering the dialogue, the length of the class, the number or order of the asanas; using music in class; including any other form of yoga, meditation, or exercise in the class; or offering silent classes);

7.2.4 Quality Control. Failing to comply with any quality control standards imposed by Bikram whether now existing or hereafter established; or

7.2.5 Intellectual Property Violation. Use of the Bikram Copyrights or the Marks in any manner outside the scope of the limited license thereto granted by this Agreement.

7.3 Survival. The provisions contained under the headings License Restrictions, Copyrights, Trademarks, Disclaimer of Warranty, Indemnification and General shall survive any termination or expiration of this Agreement.

8. Disclaimer of Warranty. BIKRAM SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF, OR ARISING OUT OF, THE BIKRAM YOGA SYSTEM, THE TEACHER TRAINING COURSE, OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; BIKRAM MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND BIKRAM SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Waiver of Liability. As a material inducement to admit You to the Teacher Training Course, and a material factor in the determination of the tuition charged therefor, You hereby waive any and all claims, and agree not to hold Bikram and Bikram's Yoga College of India, including their employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, including any special or consequential damages, suffered by You or loss which You may incur that is caused in whole or in part, may arise, occur, or be attributable to: (1) a breach of any representation, warranty, or promise made by You; (2) any misstatements made by You; (3) Your failure to follow the instructions of Your instructor(s); (4) Your failure to disclose in writing any physical impairment or condition of Yours; (5) Your inability or failure to satisfactorily complete the Teacher Training Course; (6) the housing facilities and/or accommodations arranged for You during the time You pursue the Teacher Training Course; (7) the courses offered and standard of instruction; (8) any accident while traveling to and from Bikram's Yoga College of India; (9) the unavailability of a guaranteed space in a preferred course due to late registration; (10) interruption or termination of the Teacher Training Course session due to illness, acts of god, civil unrest, terrorism, or any other unforeseen circumstances; (11) any accident, injury or loss that occurs off of or outside of the physical premises of Bikram's Yoga College of India; (12) the negligence of Bikram Choudhury or Bikram's Yoga College of India, or their employees, agents, representatives, successors, assigns, partners, and instructors; or (13) Your participation in the Teacher Training Course.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to You.

10. Indemnification. You agree to indemnify, defend and hold Bikram, and Bikram's affiliates, employees, agents, representatives, successors, assigns, partners, and instructors harmless from and against any and all claims,

liabilities, costs, or expenses, including reasonable attorneys' fees, arising out of or resulting from: (a) Your breach of any provision of this Agreement; (b) Your negligence, recklessness, or willful misconduct; or (c) Your assertion of a claim contrary to the provisions of this Waiver of Liability section of this Agreement.

11. Refund Policy. You have a right to a full refund of all charges less a \$100.00 administrative/registration fee if You cancel this Agreement prior to or on the first day of instruction. You may withdraw from the Training after the first day of instruction and receive a pro rata refund for the unused portion of the Tuition, less a \$100.00 administrative/registration fee, if 60% or less of the scheduled total training time has elapsed. If more than 60% of the total class time has elapsed, a refund will not be provided. For example, if there are 500 hours of instruction, each hour of instruction costs \$10 (because the tuition is \$5,000). If you cancel when 50% of the class time has elapsed, you will be entitled a refund of 250 hours times \$10 per hour equals \$2,500 less a \$100 fee.

12. BUYER'S RIGHT TO CANCEL. In accordance with California Education Code CEC 94810 & 94822, Bikram is required to disclose that an application for admission becomes a legally binding agreement when signed by an applicant and accepted by Bikram. However, newly registering students have the right to request a refund of all monies paid, less a Registration Fee of \$100.00, at any time before Bikram provides the first coursework materials required in the program. If Bikram has mailed the initial coursework before a cancellation request is received, students have until midnight of the 8th day from the first class post mark date indicated on the package to withdraw. The effective date of the cancellation will be the date the request letter is received. A student is deemed officially enrolled after the 8th day. Refunds due under the terms of the Refund Policy will be provided within 30 days of that date. Requests for cancellation must be made in writing to Bikram Choudhury, Bikram's Yoga College of India, 1862 S. La Cienega Boulevard, Los Angeles, CA 90035, USA. If You cancel or withdraw early, you must return to Bikram all materials you have received from Bikram, including all copies of the dialogue and you may not retain any copies whatsoever.

13. General Provisions. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof, as they are applied to agreements entered into and to be performed entirely within the State of California. Any action You, any third party, or Bikram brings to enforce this Agreement or in connection with any matters relating to the Bikram Yoga System shall be brought only in either the state or federal courts located in Los Angeles County, California, and You expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement and understanding between You and Bikram and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein. This Agreement may be assigned to a corporation or other entity formed by Bikram Choudhury or Bikram's Yoga College of India. All provisions of this Agreement which by their nature survive termination of this Agreement shall so survive. If You are not a resident of California, You are not eligible for protection under and recovery from the Student Tuition Recovery Fund.

14. TUITION. The tuition fee for the Teacher Training Course is \$5,000, and covers the cost of all Teacher Training Course classes and related materials. A deposit of \$2,500 is due immediately, with the balance due thirty (30) days prior to Your beginning the Teacher Training Course. Except as otherwise hereinafter provided, the tuition fee is non-refundable.

14.1 Housing. Room and board are not included in the tuition fee. Upon request, Bikram may arrange for dormitory-style sleeping facilities with kitchen at an additional cost not to exceed \$1,600 for the duration of the Teacher Training Course. Accommodations are available on a first-come, first-served basis. Reserving accommodations requires an additional deposit of \$1,600 due with this registration form.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. I also understand this Agreement becomes a legally binding instrument when signed by me and accepted by Bikram.

Name Printed: M. Choudhury

Signature: [Signature]

Date: 7/16/11

Address: 600 S. 1st St.
West 16 337-1

Phone: (641) 337-1677

Payment Information:

Deposit Amount for tuition: \$5,000 (\$2,500 minimum)

Deposit Amount for dormitory facilities: \$

Check or Money Order #:

Visa or Mastercard Card No.: Exp. Date:

Teacher Training Course Session Dates:

Beginning on Sat 7/16/11, and ending on Aug 16, 2011*

*Subject to available space. Return this Agreement early.

Bikram Choudhury

Signature:

Date:

BIKRAM'S YOGA COLLEGE OF INDIA

Medical Consent And Waiver

Bikram's Yoga College of India Teacher Training Course is an intensely demanding endeavor, requiring the highest degree of physical fitness. Before enrolling in, and pursuing, Teacher Training You must undergo a complete physical exam from Your physician, who must then certify that You are in good health, and possess sufficient physical fitness, necessary to successfully complete the Teacher Training Course.

The 2-month Teacher Training Course includes the following requirements:

- 3-4 hours per day, 6 days per week, of physical training in the 26 hatha yoga postures in the Bikram Yoga System, in a room heated to a minimum temperature of 105 degrees Fahrenheit, with up to 300 other persons in the room (thereby raising the temperature and the humidity), resulting in the students' target heart rates being exceeded for extended periods of time;
- 6 hours per day, 6 days per week, of classroom lectures and instruction, with students seated on the floor; and
- 1-2 hours per day, 6 days per week, of "homework" apart from classroom lectures and instruction.

Teacher Training Course students must: (i) not have any serious cardiovascular, pulmonary, neurological, muscular, or skeletal dysfunction or disease such that any such dysfunction or disease would impair the student's ability to endure the rigors of the Teacher Training Course; (ii) not be pregnant; (iii) not be taking any medications that would impair their ability to endure the rigors of the Teacher Training Course; (iv) if taking any medications that would not impair their ability to participate, not stop taking such medication(s) during the Teacher Training Course; and (v) be sufficiently physically fit to endure the rigors of the Teacher Training Course as described above.

THIS CERTIFIES THAT YOU AND YOUR PHYSICIAN HAVE READ THE FOREGOING, UNDERSTAND THE RIGORS OF THE TEACHER TRAINING COURSE, AND TO THE BEST OF YOUR KNOWLEDGE CERTIFY YOU ARE PHYSICALLY FIT TO PERFORM, AND ENGAGE IN, ALL ASPECTS OF THE TEACHER TRAINING COURSE.

Student Name: Mark D. Smith

Signature: [Signature]

Date: 7/1/11

Address: Curtis St.

WPS PL 33401

Physician Name: Dr. Mark Brantley

Signature: [Signature]

Date: 7/1/11

Address: 112 E. 12th St.

S. Raleigh, Ga.

Sep 20 02 02:58p

Mark Drost

561-368-4034

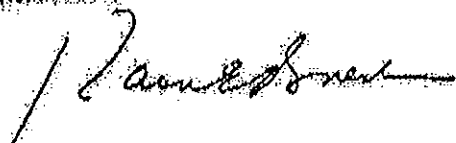
P. 1

09/15/02

To Whom It May Concern:

It is my pleasure to be writing this letter on behalf of Mark Drost. Mark has been practicing Bikram Yoga for three years. I am a certified Bikram Yoga instructor and am currently the director of the studio Mark has been practicing at for the past year and a half. I have seen his practice blossom and grow. I strongly recommend him to take his practice a step further at The Bikram Yoga Teacher Training. I feel confident that he will bring insight and wisdom to his students.

Thank You,



Karen E. Drost
Director
Bikram Yoga College of India
1815 West Palm Beach, FL
33401

BIKRAM'S YOGA COLLEGE OF INDIA

Application for Teacher Training Course

Questionnaire

Last Name: Drost First Name: Mark Middle: T
Street Address: 606 C Street City: WPA State: FL Zip Code: 32401
Home Phone: (904) 655-1679 Business Phone: (904) 311-4366 E-mail: mark@BikramPalmBeach.com

**Please note that to be admitted to Teacher Training (and thereby be eligible to receive Certification as a Teacher) you must satisfy the prerequisites described in Section 2 of the Instructions for Completing the Teacher Training Course Materials.

How long have you practiced Bikram Yoga? 4 years

Which certified Bikram schools/teachers have you studied under and how long for each:

Steven T. Drost, Karen West Palm Beach

How many times a week do you practice Bikram Yoga? 4

Have you ever practiced Bikram Yoga for 30 continuous days? ☒ Yes ___ No: If yes, how many times, and when? Twice 2 years Ago

Have you practiced other methods of Hatha Yoga, and if so, which? Two many techniques

How long: about 6 years Where:

What other exercise/sports do you practice, and how often? Swimming 1-2 times weekly

How would you rate your general level of fitness (i.e., cardiovascular capacity, flexibility, and strength)?

Excellent ___ Good ☒ Fair ___ Poor ___

How would you rate your overall health? Excellent ☒ Good ___ Fair ___ Poor ___

Are you capable of: (i) taking two (2) Bikram Yoga classes a day (comprising in total from three (3) to five (5) hours of yoga per day), six (6) days a week, for nine (9) weeks; (ii) attending lectures and clinics for an additional approximately six (6) hours per day; and (iii) studying an additional approximately one (1) to two (2) hours per day on your own? Yes ☒ No ___ I'm not sure ___

Are you able to study and memorize written material? yes

BIKRAM'S YOGA COLLEGE OF INDIA

Application
for
Teacher Training Course

Occupation: Yoga School Operator

Highest level of education completed: 2 years College

Do you currently use alcohol? No If yes, how often?

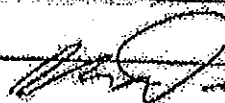
Do you currently use marijuana, or other drugs? No If yes, how often?

Emergency Contact Name: Karen Drott Telephone Number: 508-338-1675

List any medical conditions you have, and all medications that you take: Recently injured my lower back

Why do you want to become a certified Bikram teacher? Please be as complete as possible (use additional sheets as needed).

Because it is what I have
committed my self to for at least
the next 10 years. I am looking
forward to spreading the Bikram
energy to as many people as
possible. We are already on our
way and having a teacher assist
will greatly advance our plan
as a group. We want to heal and
I would love to be able to participate
directly as a teacher.



BIKRAM'S YOGA COLLEGE OF INDIA, L.P.

Teacher Training Agreement

IMPORTANT - READ CAREFULLY: This Teacher Training Agreement (this "Agreement") is a legal contract between You (as defined below) and Bikram's Yoga College of India, L.P., a California limited partnership (hereinafter, "Bikram"). BY ENTERING INTO THIS AGREEMENT, OR BY BEGINNING THE TEACHER TRAINING COURSE, AS DESCRIBED HEREIN, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW.

I. Definitions

1.1 "Bikram Copyrights" shall have the meaning set forth in Section 6.2 of this Agreement.

1.2 "Bikram Yoga System" shall mean the proprietary yoga system, and accompanying dialogue, developed and owned exclusively by Bikram, known as Bikram's Beginning Yoga Class, which class consists of twenty-six (26) yoga postures and two (2) breathing exercises performed in the following order: Standing Deep Breathing; Half Moon Pose with Hands to Feet Pose; Awkward Pose; Eagle Pose; Standing Head to Knee Pose; Standing Bow Pulling Pose; Balancing Stick Pose; Standing Separate Leg Stretching Pose; Triangle Pose; Standing Separate Leg Head to Knee Pose; Tree Pose; Toe Stand Pose; Dead Body Pose; Wind Removing Pose; Sit-up; Cobra Pose; Locust Pose; Full Locust Pose; Bow Pose; Fixed Firm Pose; Half Tortoise Pose; Camel Pose; Rabbit Pose; Head to Knee Pose with Stretching Pose; Spine Twisting Pose; and, Blowing in Firm Pose.

1.3 "Bikram Certified Teacher" or "Bikram Method Teacher" shall mean a person who, upon successful completion of the Teacher Training Course, is certified by Bikram, and authorized to teach and offer classes to the public in the Bikram Yoga System.

1.4 "Certification" shall have the meaning set forth in Section 2.2 of this Agreement.

1.5 "Certification Period" shall have the meaning set forth in Section 2.3 of this Agreement.

1.6 "Marks" shall have the meaning set forth in Section 6.1 of this Agreement.

1.7 "Medical Consent and Waiver" shall mean the document, attached hereto as Exhibit A, and incorporated herein by reference, indicating Your and Your physician's, verification that You are medically fit to engage in the Teacher Training Course.

1.8 "Re-Certification Procedure" shall have the meaning set forth in Section 2.4 of this Agreement.

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1.9 "Teacher Training Course" shall have the meaning set forth in Section 2.1 of this Agreement.

1.10 "You, Your, and Yourself" shall include you, your heirs, your administrators, and/or your employees, agents, parents, subsidiaries, affiliates, successors, assigns, representatives, and attorneys.

2. Certification Procedure and Terms

2.1 Instruction. Bikram agrees to provide, and You accept, subject to the terms and conditions of this Agreement, instruction in the Bikram Yoga System for purposes of becoming a Bikram Certified Teacher/Bikram Method Teacher at Bikram's Yoga College of India, 1862 S. La Cienega Boulevard, Los Angeles, CA 90035, USA (the "Teacher Training Course" or "Teacher Training"). The Teacher Training Course will cover the Bikram Yoga System, yoga philosophy, yoga theory, and yoga practice, and other elements described in the Teacher Training Course outline that will be provided to you before or at Teacher Training.

2.2 Certification Standard. Following successful completion of the Teacher Training Course, in Bikram's sole discretion, and subject to the terms and conditions of this Agreement and the scope of license granted hereby, You will receive certification indicating Your competence as a Bikram Method Teacher ("Certification"). Attendance at Teacher Training, and completion of course requirements, will not assure that You receive Certification. Bikram Choudhury will be the sole arbiter of Your having successfully completed the Teacher Training Course and You hereby acknowledge and agree to the inherently subjective nature that inheres in this determination. Misrepresentation regarding the extent of your Bikram Yoga training can cause You to fail to be certified and also constitutes grounds for dismissal from the Teacher Training Course.

2.3 Term of Certification. Your Certification as a Bikram Method Teacher shall be for a period of three (3) years, beginning on the date of issuance of Your Certification (the "Certification Period").

2.4 Re-Certification. To maintain Your Certification as a Bikram Method Teacher beyond the Certification Period, You must at least once during the last year of each Certification period (i.e., between the end of the second and the third years of each Certification period) attend, and satisfactorily complete the Re-Certification requirements (in Bikram's discretion) at a Re-Certification Seminar (the "Re-Certification Procedure"). The dates, times, locations, and costs of Re-Certification Seminars will be posted on the Bikram's Yoga College of India Web Site (www.bikramyoga.com). Successful completion of the Re-Certification Procedure shall, in Bikram's sole discretion, entitle You to an additional three (3) year Certification Period. You may seek Re-Certification as a Bikram Method Teacher pursuant to the Re-Certification Procedure, as many times as You like. If you fail to satisfactorily complete the Re-Certification requirements then you will be required to attend two (2) classes a day for one (1) week, and in addition teach one (1) full Bikram's Beginning Yoga Class to Bikram Choudhury's or his designee's sole satisfaction, at the Bikram's Yoga College of India World Headquarters (currently located at 1862 S. La Cienega Boulevard, Los Angeles, CA 90035), at any time other than when a Teacher Training Course is being held.

3. **Your Responsibilities.** As You pursue Certification, during the Teacher Training Course, and after the Course, Your responsibilities shall include, but not be limited to, the following (the failure to satisfy these requirements shall be cause for termination of this Agreement and/or shall cause you to not be certified):

3.1 **Medical Consent.** Providing Bikram with a copy of the Medical Consent and Waiver, signed by You and Your physician, prior to beginning the Teacher Training Course.

3.2 **Complete Course Requirements.** Satisfactorily completing all requirements of the Teacher Training Course, as determined by Bikram, in his sole discretion, including, but not limited to satisfactorily learning and being able to perform all of the postures, completely memorizing the dialogue, and complying with the Student Rules and Requirements attached hereto as **Exhibit B**;

3.3 **Comply With This Agreement: Quality Control.** Faithfully observing the terms of this Agreement, and upon Certification, teaching the Bikram Yoga System utilizing the same, and only the same, methods, practices, dialogue, and principles You were taught in the Teacher Training Course;

3.4 **Comply With All New Conditions in Future.** Complying with all new conditions and matters pertaining to the Teacher Training Course, Certification, Re-Certification, and quality control as hereafter may be established by Bikram;

3.5 **Publicity and Privacy.** Grant to Bikram the right to use pictures, audios, or videos of You obtained during the Course, which right is hereby granted;

3.6 **Honor Code.** You must not lie, cheat, steal, or fail to comply with any of the terms of this Agreement (the "**Honor Code**"). You must also report to Bikram any violations of the Honor Code by any Teacher Trainees, any certified Bikram Method Teachers, or any persons who are purporting or have purported to be Bikram Method Teachers. Violations of the Honor Code include, but are not limited to, offering yoga classes that do not strictly comply with the Bikram Yoga System, holding oneself out as a certified Bikram Method Teacher if one is not (either because they never were or because their certification has lapsed), or offering to train persons to become Bikram Yoga teachers. As part of the Honor Code, You have an obligation to report violations of the Honor Code that You become aware of and if you do not, You will Yourself be in violation of the Honor Code; and

3.7 **Notices of Change of Address.** Every time you change your address, you must provide us with your new address -- if you fail to do so, your Certification will automatically lapse.

4. **License Terms.**

4.1 **Grant of License.** Subject to the terms and conditions of this Agreement, and receipt of Your Certification, Bikram grants You the non-exclusive, non-transferable, terminable license rights to:

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4.1.1 Permitted Teaching. Offer, and teach, Bikram's Beginning Yoga Class, in strict conformity with the guidelines established by Bikram, in his sole discretion, and supplied to you from time to time, provided that You shall not offer or teach any Bikram Yoga System classes through any business or establishment that is not a licensed Bikram's Yoga College of India franchise or an affiliated Bikram's Yoga College of India school or studio as determined in Bikram's sole discretion;

4.1.2 Use of Trademarks. Use the terms "Bikram Yoga" and "Bikram's Beginning Yoga Class," to describe classes You offer in connection with Your status as a Bikram Method Teacher, provided that You shall not use any such Marks in connection with any business or establishment that is not a licensed Bikram's Yoga College of India franchise or an affiliated Bikram's Yoga College of India as determined in Bikram's sole discretion and provided that such classes always conform to Bikram's quality control standards which you agree to adhere to; and

4.1.3 Your Identification. Refer to Yourself as a "Bikram Method Teacher," or "Bikram Certified Teacher" so long as You are in compliance with all of the terms of this Agreement.

4.2 License Restrictions.

4.2.1 No Teaching of Other Prospective Teachers. Certification or Re-Certification, does not entitle, nor qualify, You to train, teach, or give instruction to others in connection with, or towards completion of, the Teacher Training Course, or any portion or derivative thereof.

4.2.2 No Variance of the Dialogue. You may not vary the dialogue in any manner whatsoever.

4.2.3 No Additional or Different Elements. You may not add to, subtract from, or otherwise modify with respect to the classes You are certified to teach, any element (such as without limitation, varying, adding to or subtracting from the prescribed poses and dialogue, varying from the prescribed classroom temperature or class duration, music or other yoga postures or exercises, etc.).

4.2.4 Use of Marks and Copyrights. You may not use any of the Marks or the Bikram Copyrights for the sale of any merchandise or goods.

4.2.5 Effect of Termination of Licenses. Upon expiration or termination of Your Certification, or Re-Certification, You are expressly prohibited from teaching the Bikram Yoga System, and You may no longer use any Bikram Copyrights or Marks, nor may You use the designation, or hold Yourself out, as a Bikram Method Teacher or Bikram Certified Teacher.

4.2.6 No Jewelry. During the Teacher Training Course You agree not to wear jewelry of any kind, including but not limited to any necklaces, bracelets, rings, jewels, trinkets, charms or ornaments, except for a wedding band on Your ring finger which is allowed solely at Bikram's discretion.

6.3 Limitations on Use. The Bikram Yoga System, and any and all methods, dialogue exercises, and/or materials related thereto may only be used, demonstrated, taught, or instructed by a Bikram Method Teacher or Bikram Certified Teacher while holding a valid Certification. Except as specifically provided herein, no right is granted to You by this Agreement, nor by Certification or Re-Certification, in the Bikram Copyrights (or any books, method, dialogue, and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram. You may not use, publish, display, advertise, copy, modify, or distribute any Bikram Copyrights (or any method, dialogue and/or exercise related thereto), the Marks, nor any photograph or likeness of Bikram, this Agreement, or a separate written agreement signed by Bikram. Your license may not be transferred, leased, assigned, or sublicensed without Bikram's prior written consent. You will use Your best efforts to cooperate with Bikram to verify compliance with the terms of this Agreement.

7. Terms and Termination.

7.1 Term and Termination. This Agreement is effective until terminated by either You or Bikram, or upon expiration of the Certification Period and failure to obtain Re-Certification, whichever occurs first. You may terminate the Agreement at any time by discontinuing Your teaching of the Bikram Yoga System, as well as discontinuing all uses of the Marks and the Bikram Copyrights. Additionally, at that time You must destroy all Teacher Training Course materials, and items related thereto, in Your possession or control and all other materials pertaining to teaching the Bikram Yoga System, including all copies thereof.

7.2 Grounds for Termination and Effect Thereof. Without prejudice to any other rights, Bikram may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. In such event, You must discontinue Your teaching of the Bikram Yoga System, as well as discontinue all uses of the Marks and the Bikram Copyrights. Additionally, You must destroy all Teacher Training Course materials, and items related thereto, in Your possession or control and all other materials pertaining to teaching the Bikram Yoga System, including all copies thereof. Grounds for termination of this Agreement (and thereby Your right to use the Marks or the Bikram Copyrights in any manner) include, but are not limited to:

7.2.1 Non-Bikram Yoga Studios. Offering Bikram Yoga in any facility that is not a Bikram approved Bikram Yoga studio, as determined in Bikram's sole discretion;

7.2.2 Teacher Training. Teaching, purporting to teach, or advertising the teaching of, other prospective Bikram Yoga teachers;

7.2.3 Changing the Class. Teaching Bikram's Beginning Yoga Class in a manner that deviates in any way from that taught to You in Teacher Training, or as subsequently directed by Bikram to be taught (including, but not limited to: altering the dialogue, the length of the class, the number or order of the asanas; using music in class; varying from prescribed classroom temperatures; including any other form of yoga, meditation, or exercise in the class; or offering silent classes);

7.2.4 Quality Control. Failing to comply with any quality control standards imposed by Bikram whether now existing or hereafter established; or

7.2.5 Intellectual Property Violation. Use of the Bikram Copyrights or the Marks in any manner outside the scope of the limited thereto granted by this Agreement.

7.3 Survival. The provisions contained under the headings License Restrictions, Copyrights, Trademarks, Disclaimer of Warranty, Indemnification and General shall survive any termination or expiration of this Agreement.

8. Disclaimer of Warranty. BIKRAM SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF, OR ARISING OUT OF, THE BIKRAM YOGA SYSTEM, THE TEACHER TRAINING COURSE, OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; BIKRAM MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND BIKRAM SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Waiver of Liability. As a material inducement to admit You to the Teacher Training Course and a material factor in the determination of the tuition charged therefore, You hereby waive any and all claims, and agree not to hold Bikram Choudhury or Bikram's Yoga College of India, including their employees, agents, representatives, successors, assigns, partners, and instructors, responsible for any injuries, including any special or consequential damages, suffered by You or loss which You may incur that is caused in whole or in part, may arise, occur, or be attributable to: (1) a breach of any representation, warranty, or promise made by You; (2) any misstatements made by You; (3) Your failure to follow the instructions of Your Instructor(s); (4) Your failure to disclose in writing any physical impairment or condition of Yours; (5) Your inability or failure to satisfactorily complete the Teacher Training Course; (6) the housing facilities and/or accommodations arranged for You during the time You pursue the Teacher Training Course; (7) the courses offered and standard of instruction; (8) any accident while travelling to and from Bikram's Yoga College of India; (9) the unavailability of a guaranteed space in a preferred course due to late registration; (10) interruption or termination of the Teacher Training Course session due to illness, acts of god, civil unrest, terrorism, or any other unforeseen circumstances; (11) any accident, injury or loss that occurs during Teacher Training on, or off of or outside of, the physical premises of Bikram's Yoga College of India; (12) the negligence of Bikram Choudhury or Bikram's Yoga College of India, or their employees, agents, representatives, successors, assigns, partners, and instructors; or (13) Your participation in the Teacher Training Course.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above limitations may not apply to You.

10. Indemnification. You agree to indemnify, defend and hold Bikram, and Bikram's affiliates, employees, agents, representatives, successors, assigns, partners, and instructors harmless from and against any and all claims, liabilities, costs, or expenses, including

reasonable attorneys' fees, arising out of or resulting from: (a) Your breach of any provision of this Agreement; (b) Your negligence, recklessness, or willful misconduct; or (c) Your assertion of a claim contrary to the provisions of the Waiver of Liability section of this Agreement.

11. Refund Policy. Teacher Training is designed solely for those students who desire to achieve the highest level of physical, mental, emotional and spiritual development through intense study of the Bikram Yoga System. The ability to learn the Bikram Yoga System in a relatively short period of time to the extent necessary to teach Bikram's Beginning Yoga Class to others requires that the mind and body go beyond what the average person believes he or she can achieve. The essence of Teacher Training therefore requires that each student work through various barriers to complete the Course. Students must go through an application process and then are permitted by invitation only to participate in the Teacher Training, because: (i) the facilities can accommodate only a limited number of students; (ii) there are more applicants than spots available; (iii) the Course is very rigorous; (iv) students are provided the opportunity to learn Bikram's Yoga System directly from the world-renowned yogi Bikram Choudhury, Bikram's wife Rajashree Choudhury, very advanced Bikram Yoga System teachers, and specialists in other fields from around the world; (v) Teacher Training is offered only twice a year; and (vi) the Course is extremely physically and mentally draining on Bikram Choudhury and the other instructors, many of whom put their other activities on hold while they devote their time to participate in Teacher Training. For these and other reasons if a student were to quit Teacher Training he or she will have taken a spot that another very deserving prospective student could have taken and which will not be able to be filled by Bikram. Commitment to the program is therefore mandatory. Bikram's Yoga College of India offers prospective students the opportunity to learn about Teacher Training, what it involves, and its rigorousness prior to applying. In the event a student voluntarily decides not to attend Teacher Training and communicates such decision to Bikram in writing at least thirty (30) days prior to orientation (the day one of training), the student is entitled to receive his or her Course fee back, in its entirety, less a \$100 processing fee, regardless of the student's reason for leaving and deciding not to attend the Course. However, after the day thirty (30) days prior to orientation, a student that voluntarily leaves or decides not to attend Teacher Training is not entitled to any refund, in whole or in part, of the Course fees. This policy is necessary for the reasons stated above, and has been adopted by Bikram based on each student's representation that he or she has committed to the program. Our experience has shown that while certain students' fortitude, endurance, patience, perseverance, and courage will be tested in Teacher Training, every student accepted into Teacher Training can endure its rigors. Housing and parking fees are *non-refundable*.

12. Buyer's Right to Cancel. In accordance with California Education Code CED 94810 and 94822, Bikram is required to disclose that an application for admission becomes a legally binding agreement when signed by an applicant and accepted by Bikram. However, newly registering students have the right to request a refund of all monies paid, less a Registration Fee of \$100, thirty (30) days prior to orientation, as described in Section 11 of this Agreement. Refunds due under the terms of the Refund Policy will be provided within thirty (30) days of the date of that student's written request for cancellation. Accordingly, requests for cancellation must be made in writing to Bikram Choudhury, Bikram's Yoga College of India, 1862 S. La Cienega Boulevard, Los Angeles, CA 90035, USA. If You cancel or withdraw early, you must return to Bikram all materials you have received from Bikram, including all copies of the dialogue and you may not retain any copies whatsoever.

13. **General Provisions.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof, as they are applied to agreements entered into and to be performed entirely within the State of California. Any action You, any third party, or Bikram brings to enforce this Agreement or in connection with any matters relating to the Bikram Yoga System shall be brought only in either the state or federal courts located in Los Angeles County, California, and You expressly consent to the jurisdiction of said courts. The prevailing party in any dispute concerning this Agreement shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement and understanding between You and Bikram and supersedes any prior or contemporaneous agreements or understandings, whether written or oral, relating to the matters contained herein, and such agreement and understanding may be altered or amended only by a writing signed by both parties hereto. You may not assign this Agreement nor any of your rights or responsibilities. This Agreement may be assigned by Bikram. All provisions of this Agreement which by their nature survive termination of this Agreement shall so survive. If You are not a resident of California, You are not eligible for protection under and recovery from the Student Tuition Recovery Fund.

14. **Tuition.** The tuition fee for the Teacher Training Course is \$5,500, and covers the cost of all Teacher Training Course classes and related materials (excluding food and accommodations). A deposit of \$3,000 is due immediately, with the balance due thirty (30) days prior to your beginning the Teacher Training Course. Except as otherwise hereinafter provided, the tuition fee is non-refundable.

15. **Housing.** Room and board are not included in the tuition fee. Upon request, Bikram may arrange for dormitory style sleeping facilities with kitchen at an additional cost not to exceed \$2,100 for the duration of the Teacher Training Course. Accommodations are available on a first-come, first-serve basis. Reserving accommodations requires an additional deposit of \$2,100 due with this registration form.

[Continued on Next Page]

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5. **Opening Your Own Bikram School.** If You are interested in opening a Bikram Yoga school, You must apply to Bikram for a written franchise license agreement before you may open a Bikram Yoga school. Failure to obtain the written permission of Bikram to the opening of such a school shall constitute grounds for immediate termination of your Certification and this Agreement. To be eligible to open a school, you must, at a minimum, have been a Certified Bikram Teacher for six (6) months and have taught seventy-five (75) Bikram's Beginning Yoga Class classes (which number of classes can be objectively verified). Bikram may impose additional conditions, and the ultimate decision to allow you to open a school shall be made, in Bikram's sole discretion. You must check the www.bikramyoga.com web site for any current, or additional, conditions to, and procedures for, opening a school.

6. **Proprietary Rights.**

6.1 **Trademarks.** "Bikram," "Bikram's Yoga College of India," "Yoga College of India," "Bikram's Beginning Yoga Class," "Bikram's Basic Yoga System," "Bikram Method," "Bikram Yoga," "Bikram's Yoga," "Bikram System," the Bikram asana sequence, the Bikram Yoga System trade dress, and the Bikram logo (known as Bikram in the spine twisting posture) are trademarks and service marks owned by Bikram, certain of which are either registered or are the subject of applications for registration under, and certain or all of which may be protected under U.S. and international laws (collectively, the "Marks"). Your use and display of the Marks shall be in accordance with this Agreement, and with Bikram's policy guidelines, as more fully described in this Section, and as may hereafter be established by Bikram. Bikram grants You a limited, non-exclusive, terminable right to use and display the Marks solely in connection with identifying Yourself as a "Bikram Method Teacher," or "Bikram Certified Teacher," and solely in connection with describing Bikram Yoga System classes in accordance with the terms and conditions of this Agreement. Use of such Marks shall inure to the benefit of Bikram. To protect and preserve the goodwill and image of the Bikram, and the Bikram Yoga System, You shall avoid deceptive, misleading, or unethical practices that are, or might be, detrimental to the Bikram Yoga System, Bikram, his customers, or the public.

6.2 **Copyrights.** U.S. Copyright laws and international treaties may also afford protection to all or certain material elements of the following, in all of which Bikram claims copyrights: the Bikram Yoga System and the asana sequence therein; the methods and the dialogue used to teach Bikram's Beginning Yoga Class; all material provided in the Teacher Training Course and Re-Certification sessions, or in connection with any other course of instruction; and all publications of or by Bikram Choudhury, or Bikram's Yoga College of India, including, without limitation, all books, documentation, texts, audio tapes, video tapes, films, sound recordings, photographs, all copies thereof, and any and all derivative works thereof, and all changes and/or modifications thereto (the "Bikram Copyrights"). All rights, title, and interest in and to the Bikram Copyrights are the sole and exclusive property of Bikram. This Agreement does not provide You with title or ownership of any of the Bikram Copyrights, but only a right of limited use to the extent necessary to teach Bikram Yoga. Except as expressly authorized by this Agreement, publication, exhibition or demonstration or any of the Bikram Copyrights, or any portion thereof or exercise related thereto, by or through any medium or publication (electronic or otherwise), including books, magazines, film, photographs, or electronic images is expressly prohibited. Bikram asserts his claim to the moral right to be identified as the author of the Bikram Copyrights.

My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. I also understand this Agreement becomes a legally binding instrument when signed by me and accepted by Bikram.

Name Printed: _____

Bikram's Yoga College of India, L.P.,
a California limited partnership

Signature: _____

By: Bikram Choudhury Yoga, Inc.,
a California corporation

Date: _____

Address: _____

By: _____
Bikram Choudhry, President

Phone: _____

Payment Information:

Deposit Amount for Tuition: \$ _____ (\$3,000 minimum)

Deposit Amount for Dormitory Facilities: \$ _____

Check or Money Order #: _____

Visa or Master Card No.: _____ Exp. Date: _____

Teacher Training Course Session Dates:

Beginning on _____, 200__, and ending on _____, 200__.*

* Subject to available space. Return this Agreement early.

Exhibit B

Students Rules and Requirements

The following are the minimum requirements that must be met to receive certification:

1. All requirements detailed in this Agreement must be adhered to both prior to and during the Teacher Training Course. Failure to comply with any requirement in this Agreement may, in Bikram's sole discretion, result in Your dismissal from the Teacher Training Course and jeopardize Your certification.
2. Attendance at all classes is mandatory. You may only be excused from class with Bikram's permission. Not meeting attendance requirements will jeopardize certification.
3. Everybody is required to sign in and out each day. Do not sign in for others or sign for more than one (1) day at a time. To do so is dishonest.
4. You must participate actively in classes. Attendance alone is insufficient. Please exercise discipline when classes and lectures are in progress. Talking among each other, eating, and lying down are disrespectful to the teacher.
5. You must complete all work assigned for each class satisfactorily. You must study outside of class hours. In short, homework. For all classes in which an exam is given, you must pass with a score of at least seventy (70) percent.
6. You must memorize the dialogue for the twenty-six (26) postures and two (2) breathing exercises. You must demonstrate your proficiency in delivering the dialogue in the posture clinic to Bikram's satisfaction.
7. Please be on time to class. Lateness will be treated as an absence.
8. Your group assignment ensures a rotation among our teachers. It is permanent and you may not transfer between groups. Each group will take class with every other group during the training, so you will work with all trainees and teachers over the course of the two (2) months.
9. All students should maintain a peaceful, respectful atmosphere at all times. Remember that we have to serve our regular yoga students as well as the teacher trainees.
10. Smoking or drug and alcohol use is prohibited and will lead to immediate dismissal from the training.
11. All students must attend the 8 a.m. Saturday class. You may not substitute a later class on Saturday.
12. Failure to meet any of the above requirements will result in withholding of your certification until you demonstrate your proficiency to Bikram's satisfaction.

Exhibit AMedical Consent and Waiver

Bikram's Yoga College of India Teacher Training Course is an intensely demanding endeavor, requiring the highest degree of physical fitness. Before enrolling in, and pursuing, Teacher Training You must undergo a complete physical examination from Your physician, who must then certify that You are in good health, and possess sufficient physical fitness, necessary to successfully complete the Teacher Training Course.

1. The two (2) month Teacher Training Course includes the following requirements:
 - A. three (3) to four (4) hours per day, six (6) days per week, of physical training in the twenty-six (26) hatha yoga postures in the Bikram Yoga System, in a room heated to a minimum temperature of one hundred five (105) degrees Fahrenheit, with up to three hundred (300) other persons in the room (thereby raising the temperature and the humidity), resulting in the students' target heart rates being exceeded for extended periods of time;
 - B. six (6) hours per day, six (6) days per week, of classroom lectures and instruction, with students seated on the floor; and
 - C. one (1) to two (2) hours per day, six (6) days per week, of "homework" apart from classroom lectures and instruction.
2. Teacher Training Course students must:
 - A. not have any serious cardiovascular, pulmonary, neurological, muscular, or skeletal dysfunction or disease such that any such dysfunction or disease would impair the student's ability to endure the rigors of the Teacher Training Course;
 - B. not be pregnant;
 - C. not be taking any medications that would impair their ability to endure the rigors of the Teacher Training Course;
 - D. if taking any medications that would not impair their ability to participate, not stop taking such medication(s) during the Teacher Training Course; and
 - E. be sufficiently physically fit to endure the rigors of the Teacher Training Course as described above.

THIS CERTIFIES THAT YOU AND YOUR PHYSICIAN HAVE READ THE FOREGOING, UNDERSTAND THE RIGORS OF THE TEACHER TRAINING COURSE, AND TO THE BEST OF YOUR KNOWLEDGE CERTIFY YOU ARE PHYSICALLY FIT TO PERFORM, AND ENGAGE IN, ALL ASPECTS OF THE TEACHER TRAINING COURSE.

Student Name: _____

Physician Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: _____

Address: _____

13. You must not wear jewelry at any time during the Teacher Training Course, except for a wedding ring on Your ring finger in accordance with Section 4.2.6 of this Agreement. Failure to comply with this requirement may jeopardize Your certification.

Please understand that failure to meet requirements will jeopardize your certification.

BIKRAM'S
YOGA COLLEGE OF INDIA

EST. 1968
1862 SOUTH LA CIENEGA BOULEVARD
LOS ANGELES, CA 90033 USA

Be it known that

Lefea Mina Sarah Rachel Samson

*having satisfied in full the requirements of the world famous, nine week,
Bikram Yoga Teacher Training Course, is licensed to practice as a
Bikram Certified Teacher and teach Bikram's Beginning Yoga Class[®]
in accordance with the Teacher Training Agreement, given at
Los Angeles, California on the Eleventh of June, Two thousand and four.*



Bikram Choudhury
President

Agarwal Chaitany
Vice President

Arjun Singh
Head of Dept.

Deepak Choudhury
Principal

EXHIBIT B

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Evolution Yoga

yoga for your Self

the foundation of evolution

our yog-aha! moment

evolution was borne from a collective epiphany amongst teachers and students alike - that yoga must have the freedom to evolve in order to elevate the Self towards a higher state of awareness. While many of us came from different paths, our vision of a more expansive practice was the same: remove the rigidity, fuse the physical with the mental, and focus on the teachings - not the teacher. When these ideas, individuals, and inspirations came together, evolution came to be.

meditation + heated yoga = a divine combination

The word yoga is derived from the Sanskrit root, "yuj," meaning "union." At evolution, we apply this principle of inclusion to all of our offerings, starting with classes that enrich the heated hatha yoga espoused by Bishnu Ghosh and Bikram Choudhury with the meditation techniques taught by Paramahansa Yogananda. Firmly rooted in these traditions, we find our foundation in their combination -- producing an entirely new practice with the goal of facilitating spiritual awakening for a wide range of students.

Find your Self at an evolution studio near you

we're flexible, in more ways than one

So what does that mean for you? It means you've got more choice when it comes to how you access your Self. From varying levels of yoga classes, to meditation instruction, to workshops & retreats, teacher trainings and more, evolution is designed to help you find the Self-centered path that resonates with you.

Discover all of our offerings

And as the needs of our students evolve, so will we. We're open to change. In fact, it's our goal. If it's transformation we seek, we won't find it by staying static. That's why we'll adapt and evolve our offerings as the need arises. We follow the path we preach: Live by Example. Be the Change We Seek.

get to know our influences

• Paramahansa Yogananda

(1893-1952)

A world-renowned spiritual teacher, Yogananda introduced Westerners to a path of Self-Realization through meditation and Kriya Yoga. The first Yoga master of India to take up permanent residence in the West, he started travelling throughout the United States in the 1920's on what he called his "spiritual campaigns." With his nonsectarian and universal message, Yogananda's enthusiastic audiences filled the largest halls in America. Yogananda's impact has been lasting; his Autobiography of a Yogi helped launch a spiritual revolution in the West.

• Bishnu Ghosh

(1903-1970)

Introduced to the field of yogic exercise by his older brother, Paramahansa Yogananda, Ghosh was a celebrated physical culturist and the first to document yoga's ability to cure and heal physical ailments. In the 1920's, Ghosh developed a school of yoga that blends spiritual inspiration with highly disciplined physical regimen -- one which continues to inspire and inform many of the world's most foremost yoga practices today.

• Bikram Choudhury

(born 1946)

The founder of the worldwide Yoga College of India, Bikram is one of the preeminent Hatha Yoga Masters living today. Bikram began studying yoga at the age of four in Calcutta with Bishnu Ghosh, and carried his teachings and message to the United States, where he has trained thousands of teachers and maintains over 500 affiliated schools. Bikram currently lives and teaches in Los Angeles, with his wife, Rajashree. Both are India National Yoga Champions.

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Evolution Yoga

yoga for your Self

faq's

about evolution:

what makes evolution different from other yoga practices?

evolution maintains the unique commitment to constantly evolve in order to match the needs of our students, teachers, and studios. While there are many effective yoga systems in the West today, we strive to be accessible to all people, by bringing the best of these traditions to our students, and evolving when necessary.

is evolution just Bikram yoga with some added meditation?

No. While we draw much of our foundation and inspiration from Bikram yoga, evolution goes beyond simply marrying it with meditation. We've removed limitations from our model by moving away from a rigid structure -- expanding our practice into the fuller spectrum of yoga. This means we can utilize more tools to facilitate awareness, and make the path to your Self more accessible.

how does evolution combine meditation with the physical yoga practice?

Our teachers thread meditation throughout the entire practice. We also end every class with several minutes of stillness in a seated meditation.

about the practice:

why is the room heated?

The room is intentionally heated to warm your muscles -- allowing you to work more deeply and safely. The heat also facilitates healing, helps prevent injuries, and promotes sweating, which helps flush toxins from your body.

are the classes with evolution a real "cardio" workout? will it help me lose weight?

Yes. No matter what your level of fitness, you'll find this yoga very challenging. Each posture combines flexibility, strength and balance to work your whole body -- from your bones out to your pores. With persistence, patience and dedication, you can lose inches and develop muscle tone and strength that might never come from other forms of exercise.

about you:

what if I'm not flexible?

This is the most common misconception that prevents people from coming to a yoga class. Yoga is not about how flexible you are, but about strengthening and stretching your body and spine in all directions. All that matters is that you try, go to your personal "edge," and you'll get 100% of the benefit! Everybody has certain strengths and challenges. And with practice, your flexibility will increase dramatically.

what if I have injuries or illnesses?

Please let your instructor know if you've recently had surgery, or have any injuries, illnesses, or special conditions. You should still be able to do most yoga postures, but the teacher will show you some modifications to prevent further injury. Trust that you're in the right place; this yoga is good for the healing process as well as prevention.

how often should I come?

Come as often as you can. The more you come, the quicker you'll see results. We've got a feeling you'll find yourself wanting to practice fairly frequently. Why? Because it's fun, you'll feel amazing, and it works! Even if it's hard for you initially, the time and effort you put into your yoga practice will

be returned to you tenfold.

about yoga and pregnancy:

can I still practice when I'm pregnant?

Absolutely! Practicing yoga and meditation will facilitate an easier pregnancy and birthing experience. The general rule in your practice, pregnant or not, is to understand what your limits are and never push yourself beyond them. All evolution instructors are trained to guide women through modifications and specific poses that will make practicing while pregnant joyful and safe. Also, evolution offers a Warm 60 class, if you'd prefer to practice with less heat.

will doing yoga while pregnant be difficult?

Usually, the first three months of a pregnancy are the hardest, as that's the time when most hormonal changes occur. This is when many women feel nauseated and have much less energy. So, for some, it feels better to take it easier, practice a little bit less, or skip the first trimester entirely. And when you do practice, you shouldn't feel bad about sitting down a bit more than usual.

still curious?

Contact us at info@evolutionyoga.com with your questions, and we'll get back to you with answers as soon as we can.

more to explore

- **evolution's foundation**

Find out what inspired our vision of

"yoga for your Self."

- **class offerings**

Study up on our offerings, and pick

your path to Self-discovery.

- **find a class**

Take a look at our locations to find a

class that's convenient to you.

Enter Your Email Below To Receive Our

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Evolution Yoga — yoga for your self

<http://evolutionyoga.com/about/evolution0106p>

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Evolution Yoga

yoga for your Self

teach to serve

Like Zafra Samson and 11 others like this.

2

Teaching yoga is not just going to the studio, standing on the podium in shorts and a sports bra, and telling people what to do for 90 minutes. Teaching, regardless of the subject, is a way to serve others and hopefully improve their lives in some way, whether it is a great improvement or a minute change. Teaching yoga is not only serving the physical body. To me, it is something much greater than that. While the physical body is definitely an important component, teaching yoga is a means of guiding other people on the path to Self discovery. The beautiful part about it is that it is an endless learning process. Every teacher is a student, and every student is a teacher.

My first yoga class was in June of 2009 at Bikram Yoga Buffalo (now evolution yoga). Immediately, yoga became a part of my life, and soon enough I had a regular practice and was on my way to becoming an evolution instructor. Since then, yoga has become not only a part of my life, but a way of



living. With my practice becoming more focused, I know that I had no choice but to learn how to be fully aware of my body and breath. My thoughts eventually started to tune out during class, leaving me only able to focus on what was really going on inside my mind and body. This is not always a pleasant experience, but it is always a positive one. This process has become part of my daily life, inside the yoga room and outside in the "real world," even when my physical ailments prevent me from taking class. My hope is to one day use my experiences as a student and teacher to develop a class specifically geared towards people with extra physical challenges, carrying more of a restorative approach.

While eventually owning a studio would be great, I mostly want to move on to the next level in order to deepen my understanding of yoga and meditation practices. I feel that as a yoga instructor, it is important to absorb as much information and knowledge as possible from everyone and everything in my environment. The moment you think that there is nothing else to learn, everything completely loses value. Moving on to secondary trainings and expanding my knowledge and experiences will ultimately allow me to help other students understand their practice on a higher level. How do I get to the next level? Training, training, training, training! I plan on taking as many trainings as possible, including evolution's Secondary Teacher Training and the upcoming Rainbow Kids Training this June. These are my next steps in this endless learning process. This is the way I stay a student while I am serving others through teaching.

The Author: Sara Mariotes



Sara had her first Yoga experience when she took a Bikram Yoga class in 2009 on a whim. She instantly fell in love with the physical and emotional benefits of the class. Throughout her life, Sara has struggled with a rare genetic disorder called Ehlers-Danlos Syndrome (EDS), which affects her body's natural ability to produce collagen. Since she began her practice, the negative affects of the disorder have significantly subsided, which baffled her doctors. Sara's goal as a

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Happy holidays, happy spring!

The Author: Zefea Samson



Zefea, one of evolution's founders, had her first experience with yoga at the age of 4 when her parents practiced with renowned teacher Angela Farmer in the Iyengar tradition. She forgot all about yoga during her teens and twenties and trained in different physical exercises like Boxing and the combat system Krav Maga. Zefea rediscovered the benefits of yoga when she started practicing Bikram Yoga in her home town Amsterdam, the Netherlands. She graduated from Bikram's Teacher Training in spring 2005 and taught in Amsterdam for two years, before joining her now husband, evolution founder Mark Drost in the US. In 2006, 2007 and 2008 she represented the Netherlands as the Dutch gold medalist in the International Yoga Championships, all those years finishing in the world's top 10. Zefea later experienced new joy, gratitude and different depths of yoga through practicing while being pregnant. Besides teaching yoga and, together with her husband Mark, putting evolution on the world wide yoga map, she now also fully enjoys being mom of their amazing yoga baby girl Indira.

{ 3 comments }

Creating My Adventure

Like Zefea Samson and 17 others like this.

5

Three years ago, if you had asked me what role yoga played in my life, I would have said, 'A minimal one. I don't have time to stretch, and besides, I'm looking for a real workout.' Today, however, my answer would be a very different one- 'Yoga? It's part of my life in so many ways!' My relationship with yoga has become like one of those books I used to read where I create my own adventure depending upon which direction I want to take. Each chapter is up to me:

My first chapter started with me entering a local Bikram studio after becoming curious about the twenty people I saw leaving the classes. I had been suffering from numerous injuries



due to years of sports and running, and I figured I would give this form of yoga a try. I used to like the feeling I got from stretching my body out, and I figured I could always

throw in a quick run afterwards if it wasn't intense enough for me. Needless to say, it was intense; but not just physically. Taking a class commanded my full and undivided attention. I was hooked immediately.

Although the beginnings of my practice were primarily focused on the physical benefits of yoga, I underwent a transformation in my practice. Not only did my body awareness improve, but my emotional and spiritual awareness also developed as I dedicated myself to a daily commitment to yoga. The next step seemed natural to me: I want to teach this yoga to others.

After a lot of research, I chose to apply to the Evolution Teacher Training program because I felt that my chance to continue shaping and molding my experience with yoga would flourish under this collective's guidance. I met some of the most amazing people—people I would not normally interact with or meet on a day to day basis, and many of whom I consider dear friends. Not only that, the training opened me up to a whole community of people who I can continue to work with as well as learn from—not just as a teacher but as a student as well.

Still today, my relationship with yoga continues to evolve. I regularly teach at Sacred Studio in Brooklyn, and I have had the fortune of traveling to teach in places like Tampa and Buffalo with more to come! I am also in graduate school studying for my doctorate in psychology. My graduate program has afforded me the opportunity to continue to pursue my relationship with yoga; I am undertaking research that explores the barriers towards participation in yoga by underrepresented populations, with the hopes that I can identify ways to bring this invaluable practice into the lives of more people in the future.

I imagine that if you ask me what my relationship with yoga will be in another few years, it will look even different still! That's the exciting part about being a member of this yoga community; it's yours to shape according to the adventures you are seeking.

The Author: Hannah Jaicks



Hannah Jaicks completed her teacher training certification in the summer of 2010. She currently teaches in Brooklyn, New York, and wherever her travels take her.

{ 0 comments }

teacher training: costa rica

Like Zefea Samson and one other person like this.

0

that you attract energy when you are still and peaceful. We end the morning sessions with a moving meditation that finishes in a spontaneous movement practice. Next we learn about the limbs of yoga and how they can be applied into daily life experiences. The afternoons are typically filled by lectures on the yoga sutras or the bhagavad gita, until dinner. We continue yoga philosophy over tea and dessert. At 10pm and I'm ready for bed but I need to study.



Each of us teaches another class. Oufft!...this is when I start feeling really down on myself. Boy am I tired...tired of everything at this point. Negativity starts to accumulate and I feel really low and heavy with strange emotions: negative, sensitive, stupid, mad, frustrated, annoyed and exhausted and I can't wait for this training to be over with. I want to spend time on my own, but every single moment of the day is occupied by training. I start to resent the process. I am swept away in a whirl of emotions. It seems that I am more vulnerable...and these feelings start to spread like a wildfire. We meet another teacher. She shares her own training experience with us and assures me that it's perfectly normal to have these emotions in this stage of the training...whew...big relief. The sunset does amazing wonders.

The next morning we have class with Zefea. Her classes always move me physically and emotionally. She really inspires me. After her class while I am in the final meditation I realize it is my ego I am struggling with this entire time. My ego had been so powerful that I was actually able to convince myself that it wasn't my ego, but external things. This has been my personal battle. The other students have been going through their own stuff. Wow!! After this realization I feel like a new person. I now understand that my life is unfolding exactly as it should. I've been suffering so much because I refused to let go. I feel so much lighter now, it's incredible. I love yoga so much...it's my therapy. This is a reminder of why I have chosen this path. I'm so grateful.

One of the many reasons I was attracted to the evolution training is because of the integration and focus on the spirituality of yoga. After all, this is all so much more than just teaching postures...it's about the evolution of the human mind and spirit.



We have finished our last posture. Wow!! I can't believe we did it! When I first received the dialog it seemed impossible to get through it all....but we all did it! Now it's time to add more layers. Each

time that we teach it becomes more and more comfortable, I know that the learning process will need to continue after this training and I know I need to study a lot more. No problem it will be done I am confident that I am capable. We all teach mock classes on the beach. It is an incredible experience... many people are intrigued and some curious passersby join our classes. Remembering the dialog is very, very important. However, there are so many other aspects which are as equally important; the tone and volume of the voice, our own body language and composure, the ability to engage and motivate the students, etc. We've learned through these mock classes how to fine tune ourselves and the extreme importance of moderation. Ooooooh...I have so much to learn still!

We have reached the last day. I can't believe we've been training for a month. It's been a really adventurous journey filled with ups and downs, laughter and tears, sweat, hugs and kisses and lots and lots of love. I can't express my gratitude for this experience. Each of us has a journey on our own path towards self-realization. One of the other trainees tells me that she has learned that the mind is much stronger than the physical body and she quotes Medicine for the People—"This is the place for all my relations to bring celebration to meditation, giving thanks for all of creation." We are so provided for.

Love and Light. Josie

The Author: Josie Hoban



Josie has been practicing Bikram yoga since 2004. She found the evolution studio in Tampa in August 2010 and participated in evolution's primary teacher training, graduating in January 2011.

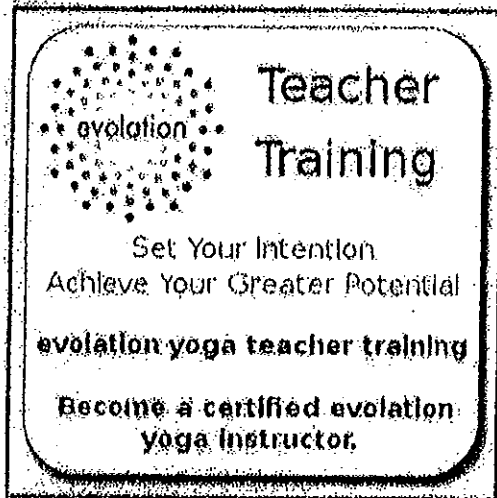
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EXHIBIT E

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Evolution Yoga

yoga for your Self

evolution news

Evolution – International Headquarters Opens In Western New York

yoga and wellness center breathes new life into North Tonawanda, NY development

04/26/2011 – Evolution Yoga will breathe new life into North Tonawanda this spring as the first commercial tenant to open at Remington Lofts, Kissling Interest's one-of-a-kind waterfront community on the historic Erie Canal.

Evolution Yoga, the area's largest yoga and wellness center, is among the leading businesses that will drive new people, energy, and employment to this historically-neglected industrial area. Evolution is a

rapidly-expanding collective of yoga teachers and studios with current studios in the NE US, SE US, and Australia.

A stagnant economy notwithstanding, evolution continues to grow, creating jobs and providing investment opportunities both nationwide and locally. The international headquarters at Remington Lofts features a state-of-the-art yoga studio and teacher-training facility, as well as massage, healing arts such as acupuncture and chiropractic care, a juice bar, meditation booths, a kids' room, and a multi-media room for live, interactive teaching and mentoring. Evolution offers straightforward, accessible yoga classes based on the Bikram method, as well as Flow classes, Kids' classes, guided meditation and yoga instructor certification programs. A limited schedule of classes will be offered starting April 30. The official opening of the wellness center, the Liquid Energy juice bar, and the yoga studio's full class schedule will be May 21. Starting June 1, the headquarters will host evolution's Primary Teacher Training, an intensive 4-week training program that attracts students from all over the world as well as from the center's own back yard.

Evolution founder Mark Drost, a Western New York native, is proud to be a part of North Tonawanda's renaissance. "By joining forces with the largest development project in North Tonawanda in 30 years, we are creating a true destination environment in this area," he says.

For more information on evolution yoga Click Here or contact Laurianne Griffiths at 716-982-8776.

touch your Self

...and others with the evolution teacher training scholarship

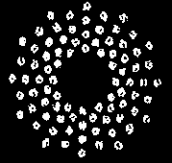
04.18.2011 - In celebration of the grand opening of its new international headquarters in North Tonawanda, NY, evolution yoga is holding a scholarship contest, awarding one deserving student a spot in their next primary yoga teacher training class - tuition free! The winner will receive a full-tuition scholarship valued at \$3,400.

"The purpose of the scholarship contest is to inspire students everywhere to share the healing power of Yoga with their communities through their own self service," says evolution founder Mark Drost.

The 250-hour Teacher Training program gives students a powerful, transformative experience away from the demands of day-to-day life and time to focus exclusively on the Self. Trainees become certified yoga teachers by learning to teach the core evolution class offerings based on the Bikram method, the essentials of yoga philosophy, benefits of hatha yoga, meditation, and much more!

To enter, prospective teachers must "like" evolution yoga on Facebook and submit their story explaining why they want to teach yoga and how the evolution path resonates with them. Submissions are being accepted through May 8, 2011 and the winner will be announced on the evolution Facebook page on May 10, 2011. Click Here for full details and to submit an entry.

Evolution yoga is a rapidly-expanding collective of yoga teachers and studios based in North Tonawanda, New York. Evolution currently has studios in the NE US, SE US and Australia. For more information on evolution yoga Click Here.



Evolution brings together the ancient you know
and love from the Shivan method series with
the essentials of anatomy and meditation in a
new and transformative yoga practice.

We've created a path to help you connect,
nurture and know another part of you.
It's your Self.

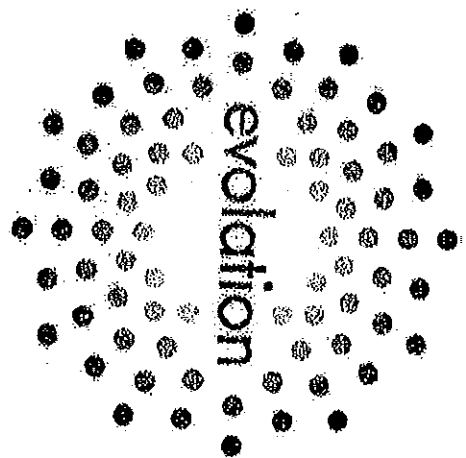
From 60 to 90 minute heated yoga and
meditation classes, to workshops, weekend
retreats and teacher trainings, evolution has
offerings for every stage of your yoga journey.

evolution studio
2 weeks of unlimited yoga for \$50.
Receive \$50 off your first package!

1 month unlimited	\$100
3 months unlimited	\$270
6 months unlimited	\$500
1 year unlimited	\$900
2 years unlimited	\$1600
3 years unlimited	\$2300
4 years unlimited	\$3000
5 years unlimited	\$3700
6 years unlimited	\$4400
7 years unlimited	\$5100
8 years unlimited	\$5800
9 years unlimited	\$6500
10 years unlimited	\$7200
11 years unlimited	\$7900
12 years unlimited	\$8600
13 years unlimited	\$9300
14 years unlimited	\$10000
15 years unlimited	\$10700
16 years unlimited	\$11400
17 years unlimited	\$12100
18 years unlimited	\$12800
19 years unlimited	\$13500
20 years unlimited	\$14200
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23 years unlimited	\$16300
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yoga for your Self

evolution classes

is it hot in here? or is it just our classes?

By combining the powerful physical properties of heated yoga with the consciousness-enhancing effects of meditation, evolution's aim is to make you healthier, happier, and more in touch with that elusive little thing called the Self.

Evolution's core offerings combine heated yoga with meditation to facilitate a powerful physical, mental and spiritual transformation. Beyond those basics, we offer classes in different degrees of heat and intensity, and always sprinkle in some variety to keep you on your toes (not to mention your head, hands, and heels). So your practice never gets stale, and neither do we.

Firmly rooted in these traditions, we find our foundation in their combination - producing an entirely new practice with the goal of facilitating spiritual awakening for a wide range of students.

Plus, all classes are taught by certified evolution teachers, so you know you've got a well-trained guide as you progress down the Self-directed path of your choice.

Bikram's method

Bikram's revolutionary developed a series of 26 yoga postures and two breathing exercises taught in a 90 minute class in a hot room. The heat warms muscles and reduces the risk of injury. With regular practice, students have experienced relief from many ailments. The series of postures works every muscle, tendon, joint, ligament, internal organ and gland while systematically moving oxygenated blood to 100% of the body. With evolution we go beyond the standard Bikram method class with the intention set on meditation and breathing.

meditation

Meditation is a way to communicate with the divine within yourself. We offer you the practical, in-depth approach to meditation brought to the West by Paramahansa Yogananda. These techniques can take you beyond meditation to a profound connection with your own God-Self.

what to expect

an evolution proportion

While no two evolution classes will ever be quite the same (we can't imagine you if we don't transform ourselves), most things remain constant. That means there are some standard things you can expect. Most importantly, we need for an open mind and a readiness to sweat. Beyond that, here are some tips to prepare you for the inside out.

before class

Yoga is best practiced on an empty stomach, so we recommend you don't eat at least 2 hours before class.

Water is another story; make sure you come well hydrated by drinking plenty of water throughout the day.

We're whatever lets you move freely and sweat easily.

Strip the perfume or scents; while it smells great on a date, your yoga matras might not appreciate it.

when you arrive

Come 15 minutes early to register.

Mats, towels, meditation pillows, and water are available, but feel free to bring your own.

Mention any injuries or special conditions to the teacher at the beginning of the class so he or she can better guide you during class.

No experience or flexibility is required, so don't worry if a particular pose seems daunting. Yoga practice is exactly that - a constant learning process for everyone, regardless of how long they've been doing it.

Be kind, loving and occupying of yourself. Do what you can without what you have - whatever you are. With yoga, that's the perfect place to be.

class schedule

Class	Mon	Tue	Wed	Thu	Fri	Sat	Sun
4:00							
4:30							
5:00							
5:30							
6:00							
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7:00							
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3:30							
4:00							

HOT 90 | tempo: 105° time: 90 min

Get ready to stretch, strengthen, and sweat! Practiced in a hot room, this yoga class is designed for the experienced student, or the beginner who's looking for a greater challenge. Physically intense postures are taught in tandem with meditation, which translates to a complete workout for your body - and your mind. Now, that's hot.

WARM 60 | tempo: 90° time: 60 min

Warm up to the transformative properties of yoga and meditation with this class that hits all the evolution high lights in just 60 minutes. Good for beginners, the pace is designed to bring awareness to correct form and breathing techniques - evolving your practice into something that will continually nurture you.

CHILL 30 | meditation time: 30 min

Immediately following our Warm 60 class, this meditation session gives you some peaceful time with your Self to foster internal focus, calm, and stillness. There is no extra charge for meditation; simply stay after class and "chill out." (Drop-ins also welcome).

FLOW 75 | tempo: 80° time: 75 min

Get in the flow with this dynamic blend of hatha and vinyasa and new techniques of a powerful, exhilarating pace. Students of all levels will find this class a great challenge and a great workout as we flow through powerful, breathing, and meditation in a fun and exploratory way.

Exhibit F

Buffalo Healthy Living

November 2010

FREE

**WHAT'S UP WITH
LOW BACK
PAIN?**

**YOUR HEALTH
COUNTS:
LIVING WELL
WITH DIABETES**

**HOT YOGA
IS HEATING
UP BUFFALO!**

MONTHLY FOCUS



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Photo by Chris Holm

www.BuffaloHealthyLiving.com

letter

from the editor

Rosalynn Carter said there are four kinds of people in the world—"those who have been caregivers, those who currently are caregivers, those who will be caregivers, and those who will need caregivers."

Whether you're a mother, daughter, father, husband, wife, grandparent, or a caring friend, if you're cleaning the house, driving someone to appointments, or helping someone who is ill, you're a caregiver.

The greatest challenge is for those in the sandwich generation. Often, they're caring for their own children and families, working full-time, and caring for a loved one who might be ill.

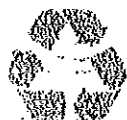
Recently, I watched a friend care for her mom who had Alzheimer's and her dad who had obstructive airway disease. She cooked meals, arranged doctor appointments, and often spoke about the sacrifices her parents made so she could become a teacher. She felt comforted by their presence in her home, but sometimes felt frustration and exhaustion, particularly when she herself fell ill. She told me most people who are caregivers aren't aware of the resources available to them to make their lives easier. Services like adult day programs, hot meal delivery, transportation, respite, and support groups can be incredibly helpful.

It's National Caregivers month, and a perfect time to identify resources available to those who care for others. An extensive list is on our website at Healthy Happenings. So check it out. If you're a caretaker or a provider and would like to share information with our readers, e-mail us at info@buffalohealthyliving.com.

And please, whatever you do, take really good care of yourself!

Sincerely,

Annette Pinder
Associate Publisher & Managing Editor



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Buffalo Healthy Living

Buffalo Healthy Living

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hot yoga

is heating up in buffalo

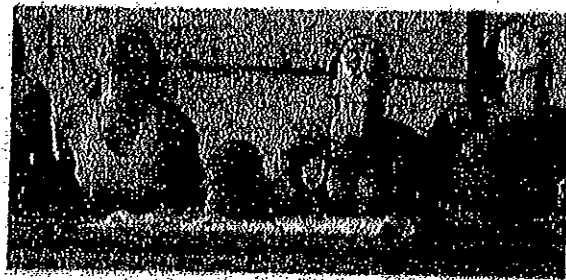
buffalo couple adopts innovative approach

Bikram Yoga (sometimes called Hot Yoga) is a system of yoga that employs traditional yoga techniques practiced in a heated room. This facilitates deeper stretching and injury prevention, while alleviating stress and tension. There are 26 exercises, asanas (postures), and pranayama (breathing exercises), which are also employed by other types of yoga. Practitioners believe the method stimulates and restores health to body muscles, joints, and organs; promotes deeper and more relaxed breathing, and improves oxygen absorption and blood circulation by increasing lung capacity.

Mark and Zelea Drost, husband and wife, are Bikram Yoga practitioners, and owners of Evolution Yoga. Mark opened the first Bikram studio in Buffalo in 2002, and Zelea, originally from Amsterdam, The Netherlands, says hot yoga changed her life. While Mark holds the couple's beautiful new baby girl, Indira, he proudly confides that Zelea has placed in the world's top ten for several International Yoga Championships.

Mark and Zelea understand that Bikram Yoga, while highly rewarding, can be very intense and demanding, so they created Evolution Yoga. At Evolution, participants can practice in rooms of varying temperature, intensity, and duration, and at a level that is comfortable for them. The couple also recognize some people simply don't have time to practice for 90 minutes, so they offer a shorter 60-minute class in a room not quite as warm. Participants can also enjoy a 75-minute flow class and a 30-minute meditation focusing on conscious breathing. And although they embrace the Bikram method, both are cognizant of their students' individual needs, so they try to be flexible, nurturing, and open-minded.

Equally important to Mark and Zelea is making Bikram Yoga accessible to everyone. They realize many can't afford this type of yoga, so they reach out to area organizations and community groups to make it possible for people of all ages and socioeconomic levels to participate. They even have a fun introductory class for children. Mark, who embraces all forms of yoga, agrees with exercise physiologist Michael See of the Harvard Medical School, who says, "Yogic exercise can promote relaxation, increased flexibility, blood and oxygen supply, and alleviate chronic conditions." Since Bikram, like all exercise programs, can be demanding, the couple reminds new students that it's always a good idea to seek the advice of a physician when beginning any new exercise program.




With studio locations in Buffalo and Orchard Park, they are excited about the new flagship headquarters in the historic 7,000 square-foot Remington Rand Building on Sweeney Street in North Tonawanda. It will be Evolution's primary home for teacher trainings and retreats, and includes two large yoga rooms, multiple treatment rooms, individual meditation booths, a liquid energy juice bar, and spacious dressing rooms with showers.

But Mark and Zelea aren't stopping there. They have a vision. They also operate a studio in Tampa, Florida, and over the next year plan to open 12-15 more affiliated studios in Florida, Georgia, New York, North Carolina, Illinois, Ohio, and California. They even have international plans, starting with Canada, Costa Rica, Australia, and Europe.

WNY RESOURCE

To learn more about Bikram Yoga and Evolution Studios, visit www.evolutionyoga.com or call (716) 882-4151. Also see <http://yoga.about.com/od/typesofyoga/a/yogatypes.htm> for information on various types of yoga.


Plagued with SLEEP Problems?

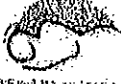


Do You...

- Wake up exhausted?
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If you answered YES to any of these questions, you may be suffering from Sleep Apnea! Sleep Disorder; potentially life-threatening, life-altering conditions that are treatable and we can help.





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6100 Niagara Falls Blvd., Tonawanda, NY 14150	12411 Tonawanda Blvd., Tonawanda, NY 14150	3400 S. St., Westfield, NY 14135

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EXHIBIT G

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about us

All people involved in our evolution vacations share two passions: yoga and travelling. The teachers we work with are certified to teach with evolution. Throughout the year exceptional teachers from around the world will host groups. Some of the weeks we will invite special teachers to conduct seminars and work-shops.



the hosts

Ask Mark Frost and Zofea Samson where they live and they will answer: Home is where my suitcase is. Both are thrilled to have found this magnificent place in Costa Rica to bring their suitcases to. They invite all yogis to join them at the beautiful resort of the Hotel Costa Verde in Costa Rica.

Mark has been studying the philosophy of yoga for 20 years, practicing hatha yoga for 15 years and practicing Bikram Yoga for 9 years. He has been teaching Bikram Yoga for 7 years, and has taught in over 50 studios in the US

and around the world. Mark has been a senior member of the Bikram Yoga Teacher Training Staff. He has founded or co-founded 7 studios. Mark has worked very closely with Bikram and Rajashree on the organization and operation of the Yoga Asana Championships. He is a trained judge who has judged many Yoga Asana championships. He is the founder of evolution yoga.

Zofea had her first experience with yoga at the age of 4 when her parents practiced with renowned teacher Angela Farmer in the Vengor tradition. She forgot all about yoga during her teens and twenties and trained in different physical exercises like boxing and the combat system krav maga. Zofea rediscovered yoga when she started practicing Bikram Yoga in her home town Amsterdam, the Netherlands. She graduated from Bikram's Teacher Training in spring 2005 and taught in Amsterdam for two years, before joining Mark in the US. In 2006, 2007, and 2008 she represented the Netherlands as the Dutch gold medalist in the International Yoga Championships, all three years finishing in the world's top 10. In October 2009 she placed second in the NY, NJ, CT tri-state regionals but she won't be able to represent NY in the US nationals because of her newest exciting adventure, practicing Yoga while being pregnant.

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Otis D. Wright II and the assigned discovery Magistrate Judge is Suzanne H. Segal.

The case number on all documents filed with the Court should read as follows:

CV11- 5506 ODW (SSx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Robert M. Gilchrest
 Silverman Sclar Shin & Byrne LLP
 500 S. Grand Ave. Suite 1900
 Los Angeles CA 90017

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

BIKRAM'S YOGA COLLEGE OF INDIA, L.P., A
 California limited partnership
 BIKRAM CHOUDHURY, an individual

PLAINTIFF(S)

v.

EVOLUTION YOGA, LLC, a New York
 limited liability Company; MARK DROST,
 an individual; ZEFEA SAMSON, an indi-
 vidual; DOES 1-10

DEFENDANT(S).

CASE NUMBER

CV11-05506 ODW(SSC)

SUMMONS

TO: DEFENDANT(S): Evolution Yoga, LLC, a New York limited liability company; Mark Drost, an individual; Zefea Samson, an individual; DOES 1-10

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Robert M. Gilchrest, whose address is Silverman Sclar Shin & Byrne, 500 S. Grand #1900, Los Angeles CA 90071. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

JULIE PRADO

Dated: July 1, 2011

By: _____

Deputy Clerk

(Seal of the Court)

SEAL

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) BIKRAM'S YOGA COLLEGE OF INDIA, L.P., a California Limited Liability Partnership; and Bikram Choudhury, an individual	DEFENDANTS EVOLUTION YOGA, LLC, a New York Limited Liability Company; MARK DROST, an individual; ZBEFA SAMSON, an individual; and DOES 1-10
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Robert M. Gilchrest, Silverman Sclar Shin & Byrne LLP, 500 S. Grand Ave. Suite 1900, Los Angeles CA 90071 213-683-5350	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify):
☐ 6 Multi-District Litigation
☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ over \$1,000,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Lanham Act, 15 U.S.C 1114, 1116, 1117, 1125; Copyright Act, 17 USC 101 et seq.; trademark infringement, false designation, copyright infringement

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	PERSONAL INJURY <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	PERSONAL INJURY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV 11-05506

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different Judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Each plaintiff resides in Los Angeles County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Each defendant resides in New York state.

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Robert Gilchrist Date July 1, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935ff(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))